CITY OF SOLEDAD
JOINT CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AND SUCCESSOR HOUSING AGENCY REGULAR MEETING AGENDA

WEDNESDAY, SEPTEMBER 4, 2024

CITY HALL, COUNCIL CHAMBERS

6:00 PM
The public meeting will open at 6:00 p.m.

https://cityofsoledad.zoom.us/j/81751611911
Or Call
1-669-900-6833 and use Meeting ID: 817 5161 1911

Welcome to your City of Soledad City Council/Successor Agency Meeting. Your City Councilmembers/Agencymembers are:

Mayor Anna Velazquez
Mayor Pro Tem Maria Corralejo
Councilmember Fernando Cabrera
Councilmember Fernando Ansaldo-Sanchez
Councilmember Evarista Banuelos

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS/MODIFICATIONS TO THE AGENDA

Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

V. PUBLIC COMMENT

At this time any member of the public may address the City Council on items not appearing on the agenda and items of interest to the public that are within the jurisdiction of the Council. A public comment card should be filled out completely to ensure the speaker is called upon to give

comment. Public comments are generally limited to three (3) minutes; the mayor may further limit the time for public comments depending on the agenda schedule. Please be brief and to the point. No action or discussion shall be taken on an item not appearing on the agenda.

VI. COUNCIL PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad will be presented to Jacob's Heart Representative Edith Barron, Honoring Jacob's Heart Children's Cancer Support Services and Declaring the month of September Childhood Cancer Awareness Month.

Attachments:
Staff Report

2. A Proclamation of the City Council of the City of Soledad will be presented to Sun Street Centers South County Prevention Program Manager Maria Camacho recognizing the month of September as National Recovery Month.

Attachments:
Staff Report

3. A Certificate of Appreciation by the City Council of the City of Soledad will be presented to IPM Specialist for their generous support.

Attachments:
Staff Report

4. Newmark Retail California Senior Vice President John Lee will give a Soledad Marketplace Economic Development Update.

Attachments:
Staff Report
Soledad Marketplace Update

VII. CONSENT CALENDAR

1. Minutes

Attachments:
Staff Report
Minutes of 08.21.2024

COUNCIL ACTION: _____

2. Warrants

Attachments:
Staff Report
055270 - 055392
Department Credit Card Logs

COUNCIL ACTION: _____

3. Parks and Recreation Department Activity Report

Attachments:
Staff Report
July 24.pdf

COUNCIL ACTION: _____

4. Police Department Activity Report

Attachments:
Staff Report
Police Department Activity Report

COUNCIL ACTION: _____

5. Fire Department Activity Report

Attachments:
Staff Report
8.2024 Call Volume.pdf
Soledad Activity Report 8.2024.pdf

COUNCIL ACTION: _____

6. Community and Economic Development Department Activity Report

Attachments:
Staff Report
Building Permits Issued Aug. 2024

COUNCIL ACTION: _____

7. Public Works Activity Report

Attachments:
Staff Report
Photos

COUNCIL ACTION: _____

8. Human Resources Activity Report

Attachments:
Staff Report

COUNCIL ACTION: _____

9. Office of Community Engagement Report

Attachments:
Staff Report

White Paper - YPAR City Council

COUNCIL ACTION: _____

10. Accept an Update on the Emergency Declaration Regarding the City's Water System from the July 31, 2024 Soledad City Council Meeting and Continue the Emergency Declaration by Minute Motion

Attachments:
Staff Report

COUNCIL ACTION: _____

11. Resolution No. 6149, A Resolution of the City Council of the City of Soledad Approving:

    1. Consulting Services Agreement Task Order No. 2 in the Amount of $24,270 with 360 PSM to Provide DIR Labor Compliance Support Services for the Community Center Building Modernization Project and
    2. Consulting Services Agreement Task Order No. 3 in the Amount of $23,472 With 360 PSM to Provide DIR Labor Compliance Support Services for the Front Street Maintenance Project and Authorizing the City manager to Execute Said Task Orders on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6149
Exhibit A - TO. 2 with Proposal
Exhibit B - TO. 3 with Proposal

COUNCIL ACTION: _____

12. Resolution No. 6151, A Resolution of the City Council of the City of Soledad Approving Consultant Services Agreement with Mark Miller & Associates in the Amount not to Exceed $32,500 for Design Services for Soledad CIP #S01 – Manholes Rehabilitation/Replacement Project, and Authorizing the City Manager to Execute said Agreement on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6151
Exhibit A

COUNCIL ACTION: _____

13. Resolution No. 6152, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 2 with In Studio Architecture for $20,000 to Provide Additional Construction Management Support Services For a Total Amount Not to Exceed Amount of $75,000 for the Soledad Fire Department Aerial Apparatus Bay Project and Authorizing the City Manager to Execute Said Task Order Amendment on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6152
Exhibit A - TO 2 Amendement No. 1

COUNCIL ACTION: _____

14. Resolution No. 6153, A Resolution of the City Council of the City of Soledad Approving Sponsorship and Street Closure of Front Street Between Main Street and Soledad Street for the 5th Annual Spook Fest

Attachments:
Staff Report
Resolution_No._6153
2024 Spookfest Map

COUNCIL ACTION: _____

15. Resolution No. 6154, A Joint Resolution of the City Council of the City of Soledad/City Council As Board to the Successor Agency to the Soledad Redevelopment Agency/Board of the Soledad Successor Housing Agency/Soledad Housing Authority Executive Board Approving Amendment No. 1 to the Employment Agreement for City Manager/Successor Agency Director/Successor Housing Agency Director/Housing Authority Executive Director Services with Megan Hunter

Attachments:
Staff Report
Resolution No. 6154
Exhibit A

COUNCIL ACTION: _____

16. Joint Resolution No. 6155/SHA 2024-01, A Joint Resolution of the City Council of the City of Soledad and the Housing Authority of the City of Soledad Approving the Extension of RBC Community Investments' Loans and a Consent for the Transfer of RBC Community Investments' Limited Partner Interest in the Benito FLC Partnership and Benito Street Partnership to the Monterey County Housing Authority Development Corporation

Attachments:
Staff Report
Resolution No. 6155/SHA-2024-01
Exhibit A - Loan Document Modification and Reaffirmation Agreement.docx
Exhibit B - Consent

COUNCIL ACTION: _____

VIII. BUSINESS

1. Resolution No. 6156, A Resolution of the City Council of the City of Soledad Approving In-Kind City Services, Waiving Special Event Fees, Approving Street Closure of Front Street Between Main Street and Soledad Street for the Inaugural Soledad Vine & Dine: A Food and Wine Experience

Attachments:
Staff Report
Resolution No. 6156
2024 Soledad Vine & Dine TUP
2024 Soledad Vine & Dine PD SPECIAL EVENTS
2024 Soledad Vine & Dine PARK USE

COUNCIL ACTION: _____

2. Receive Report on Prioritization of Community Access to City of Soledad Sports Field Facilities

Attachments:
Staff Report
City of Soledad Sports Field Use and Mainte (1).pdf

COUNCIL ACTION: _____

3. Resolution No. 6158, A Resolution of the City Council of the City of Soledad Designating a Voting Delegate and Alternates for the League of California Cities Annual Conference and Expo and Directing Staff to Submit Names of the Delegates by September 25th

Attachments:
Staff Report
Resolution No. 6158

COUNCIL ACTION: _____

4. Creation of the Soledad City Council Legislative Committee

Attachments:
Staff Report
06-18-2024 LAC Agenda
08-13-24 City of Soledad Legislative Subcommittee Agenda Memo

COUNCIL ACTION: _____

5. Status Update on American Rescue Plan Act Projects and Recommended Modifications

Attachments:
Staff Report
Attachment 1 - Revised ARPA Allocation

COUNCIL ACTION: _____

6. Resolution No. 6150, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with David Construction & Management, Inc in the Amount of $230,870 Plus a 10% Contingency for a Total Not-to-Exceed Amount of $253,957 for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the

City of Soledad

Resolution No. 6157, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 1 with In Studio Architecture for $20,000 for a Total Contract Amount Not to Exceed $150,000 to Provide Additional Construction Management Support Services for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6150
Exhibit A - Change Order No 3
Resolution No. 6157
Exhibit B- ISA TO. 1 Amendment No. 1 Proposal

COUNCIL ACTION: _____

IX. MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

X. COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS

XI. CITY MANAGER'S REPORT

XII. FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Deputy City Clerk Darlene Noriega at (831) 223-5014. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (RCRF 35.102-35.104).

"Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 248 Main Street, Soledad, California during normal business hours."

En caso que usted necesite ayuda en leer o en entender este aviso de Junta Publica, usted puede ponerse en contacto con la oficina del Edificio Municipal en 248 Calle Main o llamar al número (831) 223-5014, y el aviso será traducido para usted.

Advanced submittal of public comments via email are due by 2:00 P.M. on the day of the scheduled meeting to the Deputy City Clerk at darlene.noriega@cityofsoledad.com Comments are limited to 250 words or less and effort will be made to read your comment into the record, but some comments may not be read due to time limitations. The City Clerk will read email comments, provided that the reading shall not exceed three (3) minutes. The email comments submitted shall become part of the record.

Comentarios públicos por correo electrónico deben realizarse no más tarde de las 2:00 p.m. el día de la reunión programada y deben ser enviados al Secretario de la Ciudad a darlene.noriega@cityofsoledad.com. Los comentarios son limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido

a limitaciones de tiempo. El Secretario de la Ciudad leerá los comentarios por correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

CERTIFICATION

I, Megan Hunter, City Clerk of the City of Soledad, do hereby certify that a copy of the foregoing Joint City Council/Successor Agency Regular Meeting Agenda was posted at City Hall by Friday, August 30, 2024, at 5:00 p.m.

Megan Hunter _____ 08/30/2024

Megan Hunter, City Clerk/Manager

CITY OF SOLEDAD
JOINT CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY AND SUCCESSOR HOUSING AGENCY REGULAR MEETING AGENDA

WEDNESDAY, SEPTEMBER 4, 2024

CITY HALL, COUNCIL CHAMBERS

6:00 PM

The public meeting will open at 6:00 p.m. and, after taking public comment for closed session items, the Council will immediately recess to closed session.

https://cityofsoledad.zoom.us/j/81751611911
Or Call
1-669-900-6833 and use Meeting ID: 817 5161 1911

Welcome to your City of Soledad City Council/Successor Agency Meeting. Your City Councilmembers/Agencymembers are:

Mayor Anna Velazquez
Mayor Pro Tem Maria Corralejo
Councilmember Fernando Cabrera
Councilmember Fernando Ansaldo-Sanchez
Councilmember Evarista Banuelos

I. CALL TO ORDER

II. ROLL CALL

III. PLEDGE OF ALLEGIANCE

IV. ADDITIONS/MODIFICATIONS TO THE AGENDA

Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

V. PUBLIC COMMENT

At this time any member of the public may address the City Council on items not appearing on the agenda and items of interest to the public that are within the jurisdiction of the Council. A public comment card should be filled out completely to ensure the speaker is called upon to give

comment. Public comments are generally limited to three (3) minutes; the mayor may further limit the time for public comments depending on the agenda schedule. Please be brief and to the point. No action or discussion shall be taken on an item not appearing on the agenda.

VI. COUNCIL PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad will be presented to Jacob's Heart Representative Edith Barron, Honoring Jacob's Heart Children's Cancer Support Services and Declaring the month of September Childhood Cancer Awareness Month.

Attachments:
Staff Report

2. A Proclamation of the City Council of the City of Soledad will be presented to Sun Street Centers South County Prevention Program Manager Maria Camacho recognizing the month of September as National Recovery Month.

Attachments:
Staff Report

3. A Certificate of Appreciation by the City Council of the City of Soledad will be presented to IPM Specialist for their generous support.

Attachments:
Staff Report

4. Newmark Retail California Senior Vice President John Lee will give a Soledad Marketplace Economic Development Update.

Attachments:
Staff Report
Soledad Marketplace Update

VII. CONSENT CALENDAR

1. Minutes

Attachments:
Staff Report
Minutes of 08.21.2024

COUNCIL ACTION: _____

2. Warrants

Attachments:
Staff Report
055270 - 055392
Department Credit Card Logs

COUNCIL ACTION: _____

3. Parks and Recreation Department Activity Report

Attachments:
Staff Report
July 24.pdf

COUNCIL ACTION: _____

4. Police Department Activity Report

Attachments:
Staff Report
Police Department Activity Report

COUNCIL ACTION: _____

5. Fire Department Activity Report

Attachments:
Staff Report
8.2024 Call Volume.pdf
Soledad Activity Report 8.2024.pdf

COUNCIL ACTION: _____

6. Community and Economic Development Department Activity Report

Attachments:
Staff Report
Building Permits Issued Aug. 2024

COUNCIL ACTION: _____

7. Public Works Activity Report

Attachments:
Staff Report
Photos

COUNCIL ACTION: _____

8. Human Resources Activity Report

Attachments:
Staff Report

COUNCIL ACTION: _____

9. Office of Community Engagement Report

Attachments:
Staff Report

White Paper - YPAR City Council

COUNCIL ACTION: _____

10. Accept an Update on the Emergency Declaration Regarding the City's Water System from the July 31, 2024 Soledad City Council Meeting and Continue the Emergency Declaration by Minute Motion

Attachments:
Staff Report

COUNCIL ACTION: _____

11. Resolution No. 6149, A Resolution of the City Council of the City of Soledad Approving:

    1. Consulting Services Agreement Task Order No. 2 in the Amount of $24,270 with 360 PSM to Provide DIR Labor Compliance Support Services for the Community Center Building Modernization Project and
    2. Consulting Services Agreement Task Order No. 3 in the Amount of $23,472 With 360 PSM to Provide DIR Labor Compliance Support Services for the Front Street Maintenance Project and Authorizing the City manager to Execute Said Task Orders on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6149
Exhibit A - TO. 2 with Proposal
Exhibit B - TO. 3 with Proposal

COUNCIL ACTION: _____

12. Resolution No. 6151, A Resolution of the City Council of the City of Soledad Approving Consultant Services Agreement with Mark Miller & Associates in the Amount not to Exceed $32,500 for Design Services for Soledad CIP #S01 – Manholes Rehabilitation/Replacement Project, and Authorizing the City Manager to Execute said Agreement on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6151
Exhibit A

COUNCIL ACTION: _____

13. Resolution No. 6152, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 2 with In Studio Architecture for $20,000 to Provide Additional Construction Management Support Services For a Total Amount Not to Exceed Amount of $75,000 for the Soledad Fire Department Aerial Apparatus Bay Project and Authorizing the City Manager to Execute Said Task Order Amendment on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6152
Exhibit A - TO 2 Amendement No. 1

COUNCIL ACTION: _____

14. Resolution No. 6153, A Resolution of the City Council of the City of Soledad Approving Sponsorship and Street Closure of Front Street Between Main Street and Soledad Street for the 5th Annual Spook Fest

Attachments:
Staff Report
Resolution_No._6153
2024 Spookfest Map

COUNCIL ACTION: _____

15. Resolution No. 6154, A Joint Resolution of the City Council of the City of Soledad/City Council As Board to the Successor Agency to the Soledad Redevelopment Agency/Board of the Soledad Successor Housing Agency/Soledad Housing Authority Executive Board Approving Amendment No. 1 to the Employment Agreement for City Manager/Successor Agency Director/Successor Housing Agency Director/Housing Authority Executive Director Services with Megan Hunter

Attachments:
Staff Report
Resolution No. 6154
Exhibit A

COUNCIL ACTION: _____

16. Joint Resolution No. 6155/SHA 2024-01, A Joint Resolution of the City Council of the City of Soledad and the Housing Authority of the City of Soledad Approving the Extension of RBC Community Investments' Loans and a Consent for the Transfer of RBC Community Investments' Limited Partner Interest in the Benito FLC Partnership and Benito Street Partnership to the Monterey County Housing Authority Development Corporation

Attachments:
Staff Report
Resolution No. 6155/SHA-2024-01
Exhibit A - Loan Document Modification and Reaffirmation Agreement.docx
Exhibit B - Consent

COUNCIL ACTION: _____

VIII. BUSINESS

1. Resolution No. 6156, A Resolution of the City Council of the City of Soledad Approving In-Kind City Services, Waiving Special Event Fees, Approving Street Closure of Front Street Between Main Street and Soledad Street for the Inaugural Soledad Vine & Dine: A Food and Wine Experience

Attachments:
Staff Report
Resolution No. 6156
2024 Soledad Vine & Dine TUP
2024 Soledad Vine & Dine PD SPECIAL EVENTS
2024 Soledad Vine & Dine PARK USE

COUNCIL ACTION: _____

2. Receive Report on Prioritization of Community Access to City of Soledad Sports Field Facilities

Attachments:
Staff Report
City of Soledad Sports Field Use and Mainte (1).pdf

COUNCIL ACTION: _____

3. Resolution No. 6158, A Resolution of the City Council of the City of Soledad Designating a Voting Delegate and Alternates for the League of California Cities Annual Conference and Expo and Directing Staff to Submit Names of the Delegates by September 25th

Attachments:
Staff Report
Resolution No. 6158

COUNCIL ACTION: _____

4. Creation of the Soledad City Council Legislative Committee

Attachments:
Staff Report
06-18-2024 LAC Agenda
08-13-24 City of Soledad Legislative Subcommittee Agenda Memo

COUNCIL ACTION: _____

5. Status Update on American Rescue Plan Act Projects and Recommended Modifications

Attachments:
Staff Report
Attachment 1 - Revised ARPA Allocation

COUNCIL ACTION: _____

6. Resolution No. 6150, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with David Construction & Management, Inc in the Amount of $230,870 Plus a 10% Contingency for a Total Not-to-Exceed Amount of $253,957 for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the

City of Soledad

Resolution No. 6157, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 1 with In Studio Architecture for $20,000 for a Total Contract Amount Not to Exceed $150,000 to Provide Additional Construction Management Support Services for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6150
Exhibit A - Change Order No 3
Resolution No. 6157
Exhibit B- ISA TO. 1 Amendment No. 1 Proposal

COUNCIL ACTION: _____

IX. MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

X. COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS

XI. CITY MANAGER'S REPORT

XII. FUTURE AGENDA ITEMS

XIII. ADJOURNMENT

In compliance with the American with Disabilities Act, if you need special assistance to participate in this meeting, please contact Deputy City Clerk Darlene Noriega at (831) 223-5014. Notification of at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (RCRF 35.102-35.104).

"Any writing or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall located at 248 Main Street, Soledad, California during normal business hours."

En caso que usted necesite ayuda en leer o en entender este aviso de Junta Publica, usted puede ponerse en contacto con la oficina del Edificio Municipal en 248 Calle Main o llamar al número (831) 223-5014, y el aviso será traducido para usted.

Advanced submittal of public comments via email are due by 2:00 P.M. on the day of the scheduled meeting to the Deputy City Clerk at darlene.noriega@cityofsoledad.com Comments are limited to 250 words or less and effort will be made to read your comment into the record, but some comments may not be read due to time limitations. The City Clerk will read email comments, provided that the reading shall not exceed three (3) minutes. The email comments submitted shall become part of the record.

Comentarios públicos por correo electrónico deben realizarse no más tarde de las 2:00 p.m. el día de la reunión programada y deben ser enviados al Secretario de la Ciudad a darlene.noriega@cityofsoledad.com. Los comentarios son limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido

a limitaciones de tiempo. El Secretario de la Ciudad leerá los comentarios por correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

AGENDA ITEM NO. 1.

COUNCIL COMMUNICATION

SUBJECT: **A Proclamation of the City Council of the City of Soledad will be presented to Jacob's Heart Representative Edith Barron, Honoring Jacob's Heart Children's Cancer Support Services and Declaring the month of September Childhood Cancer Awareness Month.**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jesus Valenzuela, Community Engagement Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

AGENDA ITEM NO. 2.

COUNCIL COMMUNICATION

SUBJECT: **A Proclamation of the City Council of the City of Soledad will be presented to Sun Street Centers South County Prevention Program Manager Maria Camacho recognizing the month of September as National Recovery Month.**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jesus Valenzuela, Community Engagement Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

AGENDA ITEM NO. 3.

COUNCIL COMMUNICATION

SUBJECT: **A Certificate of Appreciation by the City Council of the City of Soledad will be presented to IPM Specialist for their generous support.**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Darlene Noriega, Deputy City Clerk**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

AGENDA ITEM NO. 4.

COUNCIL COMMUNICATION

SUBJECT: **Newmark Retail California Senior Vice President John Lee will give a Soledad Marketplace Economic Development Update.**

TO: **Honorable Mayor Velazquez and City Council**

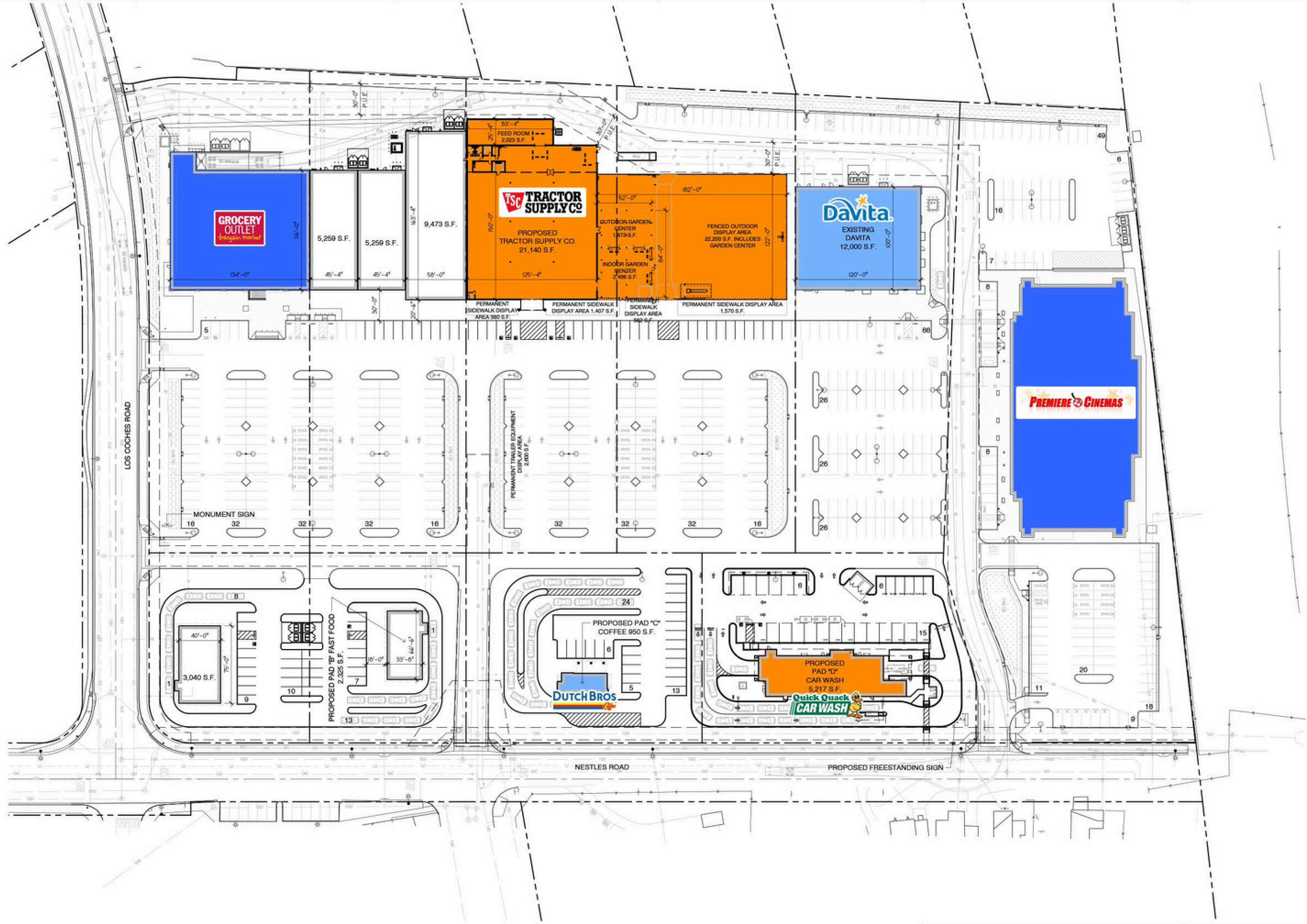
FROM: **Kao Nou Yang, Community & Economic Development Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Soledad Marketplace Update

Presented by John Lee



SOLEDAD MARKETPLACE

PROPOSED MERCH PLAN

SEC NESTLES RD & LOS COCHES RD · SOLEDAD, CA

LEGEND:

- OPEN
- UNDER CONSTRUCTION
- SIGNED LEASE
- LOI NEGOTIATIONS
- TENANT RESEARCH / MARKET ANALYSIS

RETAIL CALIFORNIA
Commercial Real Estate Brokerage
A Division of Pearson Realty

PROJECT DATA

PROJECT S.F.

GROCERY OUTLET:	16,000 S.F.
ULTA:	5,259 S.F.
FAMOUS FOOTWEAR:	5,259 S.F.
FIVE BELOW:	9,473 S.F.
TRACTOR SUPPLY CO.:	43,340 S.F.
DAVITA:	12,000 S.F.
CINEMA (NAP):	28,523 S.F.
PAD A:	3,040 S.F.
PAD B:	2,325 S.F.
PAD C:	950 S.F.
PAD D:	5,217 S.F.
OVERALL PROJECT S.F.:	131,386 S.F.

PARKING DATA

TOTAL PARKING STALLS:	618
RATIO OF PARKING SPACES TO FLOOR AREA:	4.70 SPACES PER 1,000 S.F.

VICINITY MAP

INDICATES PROJECT LOCATION

CENTERLINE DESIGN, LLC
PLANNING · DESIGN · CONSULTING
1508 TOLLHOUSE ROAD, SUITE 'C'
CLOVIS, CALIFORNIA 93611
559-298-3060 (OFFICE)
559-298-3267 (FAX)

PROJECT
SCHEMATIC PLANS FOR:
PROPOSED RETAIL DEVELOPMENT
LOS COCHES ROAD AND NESTLES ROAD
SOLEDAD, CALIFORNIA 93960

STATUS
Current Release Date: 10-18-23
Planning Submittal: --
Plan Check Submittal: --

REVISIONS

IDENTIFICATION
Scale: 1" = 40'-0"
Project Coordinator: CHRIS WARD
Project No.: 21-103
Sheet: A-0.0

PROPOSED SITE PLAN - SCHEME 16.0

ALL IDEAS, DESIGNS, AND PLANS ARE OWNED BY AND ARE PROPERTY OF CENTERLINE DESIGN, LLC AND/OR CONSULTANTS. THESE IDEAS, DESIGNS, AND PLANS ARE INSTRUMENTS OF PROFESSIONAL SERVICE AND ARE PROTECTED BY COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS INCLUDING COPYRIGHT. THESE IDEAS, DESIGNS, AND PLANS MAY NOT BE REPRODUCED OR USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF CENTERLINE DESIGN, LLC AND/OR CONSULTANTS.

AGENDA ITEM NO. 1.

COUNCIL COMMUNICATION

SUBJECT: **Minutes**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Darlene Noriega, Deputy City Clerk**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Regular Meeting
August 21, 2024

CALL TO ORDER

Mayor Pro Tem Corralejo Called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 5:38 p.m.

ROLL CALL

The Following Councilmembers/Agency members were present when the meeting was called to order:

Mayor/Chair	Anna M. Velazquez – Arrived at 5:44 p.m.
Mayor Pro Tem/Vice Chair	Maria Corralejo
Councilmember/Agency Member	Fernando Cabrera
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Evarista Bañuelos – Arrived at 5:39 p.m.

THE FOLLOWING COUNCILMEMBER WAS ABSENT

None

PUBLIC COMMENT ON CLOSED SESSION ITEMS

None

CLOSED SESSION

1. The City Council will recess to Closed Session to consider personnel matters pursuant to Government Code Section 54957(B)(1) - City Manager Evaluation.

2. The City Council will recess to closed session pursuant to Government Code Section 54956.9(a) to confer with its attorney regarding pending litigation which has been initiated formally and to which the City is a party: Claim of Compos / Landeros.

MEETING RECESS TO CLOSED SESSION

Mayor Pro Tem Corralejo recessed to closed session at 5:39 p.m.

MEETING RECONVIENED FROM CLOSED SESSION

Mayor Velazquez reconvened the meeting at 6:50 p.m.

CLOSED SESSION REPORTS

City Attorney Mike Rodriquez reported with respect to item no. 1, The council completed the City Manager evaluation. Direction was provided to legal counsel. No reportable action was taken.

City Attorney Mike Rodriquez reported with respect to item no. 2, the council unanimously rejected the claim and provided direction to legal counsel. No other reportable action was taken.

PLEDGE OF ALLIGIANCE

Chief of Police Damon Wasson led the Pledge of Allegiance

ADDITIONS/MODIFICATIONS TO THE AGENDA

City Manager Hunter requested the following modification be made to the agenda:

- Per the discussion of the Council Rules and Procedures subcommittee, the councilmember reports and acknowledgements are combined, and the section of councilmember praises will be skipped on the agenda.

PUBLIC COMMENT

District Representative for Senator Caballero Marisa Hernandez announced the Young Legislators Program has now been completed with a total of fifty-seven students from District 14. Student Sophia Hernandez also gave comment regarding her participation in the program.

YOUTH COUNCIL REPORT

Youth Intern Yessica Ornelas and Youth Council representatives Melissa De Anda, Liliana Negrette, and Rodrigo Chavez gave a presentation regarding YPAR and updates from throughout the year.

PRESENTATIONS

1. 3CE Senior Customer Accounts Manager Judi Young presented a brief quarterly update presentation.

2. Salinas Valley Basin Groundwater Sustainability Agency Senior Consultant General Manager Piret Harmon presented a brief presentation update.

CONSENT CALENDAR

There were no public comments.

City Manager Hunter asked that a correction be made to the time of adjournment for the Council meeting that took please on 08/07/2024.

Councilmember Ansaldo-Sanchez requested to have separate discussion regarding item number C-4.

Mayor Pro Tem Corralejo requested to have separate discussion regarding item number C-5.

Mayor Velazquez requested to have separate discussion regarding item numbers C-4 and C-5.

Motion: Councilmember Cabrera made motion to approve items C-1, C-2, and C-3. Motion was seconded by Councilmember Ansaldo-Sánchez and carried by unanimous vote:

Action

Ayes:	Cabrera, Ansaldo-Sánchez, Bañuelos, Corralejo, Velazquez
Noes:	None
Abstain:	None
Absent:	None

C-1a. Joint City Council/Successor Agency Special Meeting Minutes of 07/31/2024

C-1b. Joint City Council/Successor Agency Regular Meeting Minutes of 08/07/2024

C-2. Warrants 055136 - 055242

C-3. Resolution No. 6142, a Resolution of the City Council of the City of Soledad Approving the Application for Grant Funds for the Youth Community Access Grant Program for $145,930 and Authorizing the City Manager to Execute an Agreement with the State of California on Behalf of the City if Awarded.

Motion: Mayor Pro Tem Corralejo made motion to approve items C-4 and C-5. Motion was seconded by Councilmember Bañuelos and carried by unanimous vote:

Action

Ayes:	Corralejo, Bañuelos, Cabrera, Ansaldo-Sánchez, Velazquez
Noes:	None
Abstain:	None
Absent:	None

C-4. Resolution No. 6143, a Resolution of the City of Soledad Establishing a New On-Call Consultant List of Professional Services

Assistant Engineer Alex Romos presented the staff report for Consent item No. C-4.

C-5. Resolution No. 6144, A Resolution of the City Council of the City of Soledad Declaring Surplus Equipment and Authorizing the Sale, Donation or Disposal of Such Property

City Manager Megan Hunter presented the staff report for Consent item No. C-5. Police Chief Wasson was also present in the meeting to clarify the information.

PUBLIC HEARING NO. 1

PH-1. Ordinance No. 771, An Ordinance of the City Council of the City of Soledad Increasing Council Compensation

City Attorney Mike Rodriquez presented the staff report.

Public Hearing opened at 7:49 p.m.

Ther were no public comments.

Public Hearing closed at 7:50 p.m.

Council members had numerous comments.

Motion: Councilmember Ansaldo-Sánchez made motion to waive reading, adopt and read by title only Ordinance No. 771. Motion was seconded Councilmember Cabrera and carried by the following vote:

Action

Ayes:	Ansaldo-Sánchez, Cabrera, Bañuelos, Velazquez
Noes:	Corralejo
Abstain:	None
Absent:	None

PUBLIC HEARING NO. 2

PH-2. Public Hearing Before the Soledad City Council For Discussion of Possible Community Development Block Grant (CDBG) Applications For The 2024 Funding Cycle Public Hearing

Community & Economic Development Director Kao Nou Yang presented the staff report.

Housing Analyst Beatriz Trujillo also provided supportive information.

Independent Contractor Susan Long was present via Zoom, available to answer any questions.

Economic Development Consultant Angel Johnstone was present via Zoom, available to answer any questions.

Public Hearing opened at 8:18 p.m.

Ther were no public comments.

Public Hearing closed at 8:19 p.m.

Council members had numerous comments.

Council Action:
No action was taken.
Information was received by the City Council, and direction was provided to staff.

BUSINESS

1. Resolution No. 6147, A Resolution of the City Council of the City of Soledad Approving and Authorizing the City Manager to Execute Subrecipient Agreements with The County of Monterey for the Encampment Resolution Funding Program - Round 3 (ERF-3) in an Amount not to Exceed $2,500,000

Housing Analyst Beatriz Trujillo presented the staff report.

There were no public comments.

Council members had numerous questions and comments.

Mayor Velazquez thanked the State of California, the County of Monterey, Monterey County District 3 Supervisor Lopez, and Monterey County Homeless Services Director Roxanne Wilson for the support provided.

Motion: Councilmember Cabrera made motion to approve Resolution No. 6147. Motion was seconded by Mayor Pro Tem Corralejo and carried by unanimous vote:

Action

Ayes:	Cabrera, Corralejo, Bañuelos, Alsado-Sánchez, Velazquez
Noes:	None
Abstain:	None
Absent:	None

2. Resolution No. 6146, A Resolution of the City Council of the City of Soledad Providing for the appointment of Nominated City Officers as if Elected at the November 5, 2024, City of Soledad General Municipal Election

City Attorney Mike Rodriquez presented the staff report.

Community member Sam Gomez is opposed to Resolution 6146, and would like to continue to have the names on the ballot.

Council members had numerous questions and comments.

Motion: Councilmember Cabrera made motion to adopt Resolution 6146. Motion was seconded by Mayor Pro Tem Corralejo and carried by the following vote:

Action

Ayes:	Cabrera, Corralejo, Alsado-Sánchez, Velazquez
Noes:	Bañuelos
Abstain:	None
Absent:	None

3. Resolution No. 6145, a Resolution of the City Council of the City of Soledad Approving a Contract for Construction Services with Monterey Peninsula Engineering in the Amount of $858,343 Plus 10% Contingency ($85,834) for a Total Not to Exceed Amount of $944,177 for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project Phase 2 and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad

Assistant Engineer Alex Ramos presented the staff report.

There were no public comments.

Motion: Councilmember Ansaldo-Sánchez made motion to approve Resolution No. 6145. Motion was seconded by Councilmember Bañuelos and was carried by unanimous vote:

Action
Ayes: Ansaldo-Sánchez, Bañuelos, Cabrera, Corralejo, Velazquez
Noes: None
Abstain: None
Absent: None

4. Resolution No. 6148, A Resolution of the City Council of the City of Soledad Approving an Agreement with Tope's Tree Service for Tree Trimming and Limited Removal and Replacement in an Amount Not to Exceed $165,000, Authorizing the Use of the City's In-Lieu Purchase Exception, and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad

City Manager Hunter presented the staff report.

There were no public comments.

Mayor Velazquez suggested the City of Soledad establish a Tree Maintenance Plan, and have it as part of the budget, similar to what King City has done. Having a plan will help staff and the council be able to review the item every year in the budget process.

Motion: Councilmember Bañuelos made motion to adopt Resolution 6148. Motion was seconded by Councilmember Cabrera and carried by unanimous vote:

Action
Ayes: Bañuelos, Cabrera, Alsado-Sánchez, Corralejo, Velazquez
Noes: None
Abstain: None
Absent: None

MAYOR'S ANNOUNCEMENTS AND REPORTS

1. She participated in a meeting with City Manager Hunter, Community Engagement Manager Jesus Valenzuela, and Townsend to discuss a plan for the Legislative Ad hoc Committee.
2. On 08/12 she participated in the Affordable Housing Ad hoc Subcommittee meeting.

3. On 08/12 she participated in a meeting with MST, City Manager Hunter, and City staff, to talk about bus stop routes in Soledad.
4. On 08/14 she participated in a meeting with AMBAG regarding the regional growth forecast.
5. On 08/21 she attended the Monterey Bay Area Resource District 50th Anniversary.
6. She congratulated her son Gabriel who has started San Jose State University.

COUNCILMEMBERS' ACKNOWLEDGEMENTS AND REPORTS

Councilmember Cabrera had 1 item to report:
1. He congratulated his daughter and wife who are attending CSUMB this year.

Councilmember Ansaldo-Sánchez had 1 item to report:
1. He congratulated his sister who will be starting Sacramento State University.

Mayor Pro Tem Corralejo had 9 items to report:
1. She attended the first Podcast by the Soledad Youth Council Commissioners. The podcast will be uploaded to YouTube.
2. On 08/06 she attended the City of Soledad National Night Out.
3. On 08/02 she attended the grand opening for Birrieria Sinaloa.
4. On 08/08 she attended a meeting with Arranque Empresarial, who interested in coming to Soledad.
5. On 08/12 she attended the Affordable Housing Ad hoc Subcommittee.
6. On 08/14 she attended the Soledad Chamber mixer.
7. She was invited by a Greenfield Councilmember to volunteer at the Hot Thanksgiving Meal.
8. She will no longer be able to serve as the alternate for the Salinas Valley Waste Management.
9. She praised staff and IPM Specialist Pest Control for donating their services daily.

Mayor Velazquez requested that an alternate be appointed to the Salinas Valley Solid Waste Authority as soon as possible to make sure there is a representative.

Councilmember Bañuelos had 4 items to report:
1. She attended the Cemetery Board meeting; a Ground Keeper and a General Manager have now been hired for the cemetery.
2. She participated in the Monterey County Veterans Parade Committee.
3. She praised staff and IPM Specialist Pest Control for donating their services daily.
4. She acknowledged her brother Albert for his bravery.

CITY MANAGERS' REPORT

City Manager Hunter reported 9 items:
1. Well #11 pump has been shipped out for rebuild, Well #11 is still down.
2. A tentative quote for a well pump of $80,000 has been received.
3. She thanked Chief Wasson, City Attorney Mike Rodriquez, and Code Enforcement Officer Philip Celaya for taking on the challenge of the rat abatement.
4. She also thanked IPM Specialist Pest Control for donating their services.
5. She will be mailing out a letter of intent for charging stations.
6. There is an active mural survey being circulated.
7. The City is working with SPCA to extend the contract. Because of the increase in prices, the City may not be able to continue with cat services.

8. She will be attending the ICMA Conference in September, however she will be reachable.

FUTURE AGENDA ITEMS

Councilmember Cabrera did not request any future agenda items.

Councilmember Ansaldo-Sánchez requested 1 future agenda item:
1. He would like to move forward with discussing tenant protections and rent control.

Mayor Pro Tem Corralejo requested 1 future agenda item:
1. She would like the council to participate in the Thanksgiving Hot Meal event.

Councilmember Banuelos requested 1 future agenda item:
1. She would like the City to partner with the Christmas committee to move forward with having a Christmas event.

Mayor Velazquez requested 3 future agenda items:
1. She would like to have an update on the pro housing designation.
2. She would like Economic Development to provide an update regarding what businesses are coming to Soledad. She would like to have a townhall with the Community about what the City can and cannot control related to economic development.
3. She would like to have a discussion regarding the development of an Arts Ad Hoc Committee.

ADJOURNMENT

Meeting adjourned at 10:31 p.m.

Minutes Approved: September 04, 2024

_____
ANNA M. VELAZQUEZ, Mayor/Chair

_____
MEGAN HUNTER, City Manager

AGENDA ITEM NO. 2.

COUNCIL COMMUNICATION

SUBJECT: **Warrants**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

34

8/28/2024 4:24 PM

A/P HISTORY CHECK REPORT

VENDOR SET: 01 City of Soledad
BANK: * ALL BANKS
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/23/2024			055270		
C-CHECK	VOID CHECK	V	8/23/2024			055275		
C-CHECK	VOID CHECK	V	8/23/2024			055276		
C-CHECK	VOID CHECK	V	8/23/2024			055278		
C-CHECK	VOID CHECK	V	8/23/2024			055289		
C-CHECK	VOID CHECK	V	8/23/2024			055290		
C-CHECK	VOID CHECK	V	8/23/2024			055295		
C-CHECK	VOID CHECK	V	8/23/2024			055296		
C-CHECK	VOID CHECK	V	8/23/2024			055300		
C-CHECK	VOID CHECK	V	8/23/2024			055303		
C-CHECK	VOID CHECK	V	8/23/2024			055346		
C-CHECK	VOID CHECK	V	8/23/2024			055364		
C-CHECK	VOID CHECK	V	8/23/2024			055376		
C-CHECK	VOID CHECK	V	8/23/2024			055377		
C-CHECK	VOID CHECK	V	8/23/2024			055378		
C-CHECK	VOID CHECK	V	8/23/2024			055381		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	16	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	16	0.00	0.00	0.00
BANK: * TOTALS:	16	0.00	0.00	0.00

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
RAINFO	RAIN FOR RENT							
I-2024093	RAIN FOR RENT	R	8/15/2024			055244		
309 6100-4062	WELL MAINTENANCE PROGRAM	PIPE FOR TEST WELL #		4,072.86				4,072.86
360PSM	360PSM INC.							
I-COMMUNITY - 2	360PSM INC.	R	8/15/2024			055245		
212 7160-5632	CAPITAL PROJECTS	CRACK SEAL PROJECT		86.20				
649 5300-5632	CAPTIAL PROJECTS	CRACK SEAL PROJECT		25.20				
652 5300-5632	CAPITAL PROJECTS	CRACK SEAL PROJECT		21.21				
I-CRACK SEAL - 2	360PSM INC.	R	8/15/2024			055245		
212 7160-5632	CAPITAL PROJECTS	CRACK SEAL PROJECT		1,336.05				
649 5300-5632	CAPTIAL PROJECTS	CRACK SEAL PROJECT		390.54				
652 5300-5632	CAPITAL PROJECTS	CRACK SEAL PROJECT		328.87				2,188.07
ALCANA	ALCANTAR ACE HARDWARE							
I-1572	ALCANTAR ACE HARDWARE	R	8/15/2024			055246		
312 6100-3034	ANIMAL SERVICES	ACO MASKS		298.19				298.19
HOMEDE	HOME DEPOT CREDIT SERVICES							
C-7903249	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
779 7100-5632	CAPITAL PROJECTS	DRV RETURN		122.86CR				
I-4127468	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
100 5210-2020	TOOLS & MINOR EQUIPMENT	TOOLS DD		46.32				
I-7374768	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 & 10 REPAIRS		156.98				
I-7404709	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 & 10 REPAIRS		526.30				
I-8681763	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 & 10 REPAIRS		259.47				
I-9411533	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 & 10 REPAIRS		609.58				
I-9900574	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
310 6100-4071	COLLECTION SYSTEM MAINT/EQUIPMREPAIRS- COLLECTION			490.53				
I-9902362	HOME DEPOT CREDIT SERVICES	R	8/15/2024			055247		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 & 10 REPAIRS		75.51				2,041.83
PENNVA	PENN VALLEY PUMP CO., INC.							
I-19052	PENN VALLEY PUMP CO., INC.	R	8/15/2024			055248		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESREPLACEMENT PARTS			10,565.90				10,565.90
PIINIC	CHARLES PIINI CONSTRUCTION							
I-080624	CHARLES PIINI CONSTRUCTION	R	8/15/2024			055249		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIESWELL #10 BUILDING SU			4,616.50				4,616.50

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
PROSQU	PROSQUAD							
I-41208	PROSQUAD	R	8/15/2024			055250		
100 5210-2014	UNIFORM PURCHASE	TRUJILLO UNIFORMS		98.20				
I-41274	PROSQUAD	R	8/15/2024			055250		
100 5210-2014	UNIFORM PURCHASE	RUIZ UNIFORMS		255.32				353.52
REYTIR	JESUS REYES							
I-0012093	JESUS REYES	R	8/15/2024			055251		
100 5210-3022	FLEET SERVICES	TIRE REPLACEMENT		1,920.44				1,920.44
SAAVED	MIGUEL SAAVEDRA							
I-080624	MIGUEL SAAVEDRA	R	8/15/2024			055252		
309 6100-3012	TRAVEL, MEETINGS & TRAINING	CROSS-CONNECTION CON		379.50				379.50
SAFETY	SAFETY-KLEEN SYSTEMS, INC.							
I-94905748	SAFETY-KLEEN SYSTEMS, INC.	R	8/15/2024			055253		
310 6100-3005	MAINTENANCE AGREEMENTS	OIL FILTER WASTE PIC		630.46				630.46
STEVPL	STEVEN'S PLUMBING INC							
I-07/31/24	STEVEN'S PLUMBING INC	R	8/15/2024			055254		
100 23970	ENCROACHMENT DEPOSITS	ENCROACHMENT PERMIT		1,092.00				1,092.00
STITCH	STITCH EM UP EMBROIDERY LLC							
I-1252	STITCH EM UP EMBROIDERY LLC	R	8/15/2024			055255		
100 5210-3000	PROFESSIONAL SERVICES/FEES	BANNER FOR NNO		350.00				350.00
TL ENG	TL ENGINEERING							
I-1509	TL ENGINEERING	R	8/15/2024			055256		
210 7160-3000	PROFESSIONAL SERVICES/FEES	ON- CALL TRAFFIC ENG		480.00				480.00
TMOBIL	T-MOBILE USA, INC							
I-07/21/24	T-MOBILE USA, INC	R	8/15/2024			055257		
309 6100-3011	CELLULAR PHONE	CELLULAR		243.59				
310 6100-3011	CELLULAR PHONE	CELLULAR		682.07				
100 5210-3011	CELLULAR PHONE	CELLULAR		19.22				
100 5600-3011	CELLULAR PHONE	CELLULAR		186.23				
211 7160-3011	CELLUAR PHONE	CELLULAR		98.61				
311 6100-3011	CELLULAR PHONE	CELLULAR		4.09				
312 6100-3011	CELLULAR PHONE	CELLULAR		34.16				
100 5590-3011	CELLULAR PHONE	CELLULAR		13.47				1,281.44
TMOBIL	T-MOBILE USA, INC							
I-07/21/24-1467	T-MOBILE USA, INC	R	8/15/2024			055258		
100 5610-3011	CELLULAR PHONE	CELLULAR		158.27				158.27

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
TPO HU	TPO HUMAN RESOURCE MANAGEMENT							
I-19894	TPO HUMAN RESOURCE MANAGEMENT	R	8/15/2024			055259		
100 5170-3000	PROFESSIONAL SERVICES/FEES	LEADERSHIP WORKSHOP		1,500.00				1,500.00
TRICIT	TRI-CITIES DISPOSAL AND RECYCL							
I-0001104676	TRI-CITIES DISPOSAL AND RECYCL	R	8/15/2024			055260		
647 5300-4928	STREET SWEEPING	TRASH		1,583.24				
649 5300-4928	STREET SWEEPING	TRASH		1,583.24				
651 5300-4928	STREET SWEEPING	TRASH		1,583.24				4,749.72
UNITED	UNITED RENTALS (NORTH AMERICA)							
I-228397588-009	UNITED RENTALS (NORTH AMERICA)	R	8/15/2024			055261		
310 6100-3005	MAINTENANCE AGREEMENTS	DUMP TRUCK - RENTAL		4,007.08				4,007.08
VALELE	VALLEY ELECTRIC MOTOR SERVICE,							
I-32901	VALLEY ELECTRIC MOTOR SERVICE,	R	8/15/2024			055262		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	MOTOR - AERATION BLO		872.64				872.64
VARI	VARI SALES CORPORATION							
I-91130712	VARI SALES CORPORATION	R	8/15/2024			055263		
100 8000-2004	OFFICE SUPPLIES	STANDING DESK		785.62				785.62
AFLAC	AFLAC HEADQUARTERS							
I-AF202408202226	AFLAC CONTRIBUTION	R	8/23/2024			055265		
100 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		282.89				
211 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		9.64				
230 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		2.58				
309 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		101.25				
310 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		480.37				
311 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		22.03				
312 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		5.18				
I-AFL202408202226	AFLAC CONTRIBUTION	R	8/23/2024			055265		
100 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		692.26				
211 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		27.02				
230 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		6.27				
309 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		76.27				
310 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		322.14				
311 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		37.42				
312 21203	AFLAC PAYABLE	AFLAC CONTRIBUTION		7.39				2,072.71
CALIFS	CALIFORNIA STATE DISBURSEMENT							
I-CH 202408202226	CHILD SUPPORT CONTRIBUTION	R	8/23/2024			055266		
100 21214	CHILD SUPPORT/GARNISH PAYABLE	CHILD SUPPORT CONTRI		991.91				
211 21214	CHILD SUPPORT/GARNISH PAYABLE	CHILD SUPPORT CONTRI		50.47				
312 21214	CHILD SUPPORT/GARNISH PAYABLE	CHILD SUPPORT CONTRI		18.69				1,061.07

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
COMM F	COMMUNITY FOUNDATION FOR MONTE							
I-CCD202408202226	CAPITAL CAMPAIGN DONATION	R	8/23/2024			055267		
100 21215	MISC. PAYROLL DEDUCTION	CAPITAL CAMPAIGN DON		79.55				
309 21215	MISC. PAYROLL DEDUCTION	CAPITAL CAMPAIGN DON		17.16				
310 21215	MISC. PAYROLL DEDUCTION	CAPITAL CAMPAIGN DON		17.16				
311 21215	MISC. PAYROLL DEDUCTION	CAPITAL CAMPAIGN DON		6.13				120.00
ICMA R	MISSION SQUARE-109117							
I-401202408202226	EMPLOYEE DEDUCTION	R	8/23/2024			055268		
100 21210	ICMA PAYABLE	EMPLOYEE DEDUCTION		94.67				
309 21210	ICMA PAYABLE	EMPLOYEE DEDUCTION		13.10				
310 21210	ICMA PAYABLE	EMPLOYEE DEDUCTION		119.93				
311 21210	ICMA PAYABLE	EMPLOYEE DEDUCTION		13.10				
312 21210	ICMA PAYABLE	EMPLOYEE DEDUCTION		2.62				243.42
PRINCI	PRINCIPAL LIFE INSURANCE COMPA							
I-110202408202226	DENTAL INSURANCE	R	8/23/2024			055269		
100 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		1,578.27				
211 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		138.40				
230 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		9.45				
309 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		325.07				
310 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		911.40				
311 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		63.91				
312 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		59.03				
531 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		1.58				
I-110202408202227	DENTAL INSURANCE	R	8/23/2024			055269		
100 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		14.83				
531 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		1.65				
I-120202408202226	VISION INSURANCE	R	8/23/2024			055269		
100 5120-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		10.99				
100 5150-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		19.62				
100 5160-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		8.19				
100 5170-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		6.51				
100 5180-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		1.48				
100 5190-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		3.63				
100 5210-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		105.08				
100 5590-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		5.79				
100 5600-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		27.30				
100 5610-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		11.07				
100 5620-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		10.19				
100 5630-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		3.90				
100 7010-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		41.98				
211 7160-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		25.87				
230 5214-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		1.23				
309 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		51.28				
310 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		149.70				
311 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		11.26				
312 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		9.94				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
PRINCI	PRINCIPAL LIFE INSURANCONT							
I-120202408202226	VISION INSURANCE	R	8/23/2024			055269		
531 5402-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		0.36				
I-120202408202227	VISION INSURANCE	R	8/23/2024			055269		
100 5150-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		3.32				
531 5402-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		0.37				3,612.65
SEIU L	SEIU LOCAL 521							
I-SCO202408202226	EMPLOYEE CONTRIBUTION	R	8/23/2024			055271		
100 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		10.71				
211 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		1.78				
309 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		0.47				
310 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		10.44				
312 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		0.60				
I-SEI202408202226	EMPLOYEE CONTRIBUTION	R	8/23/2024			055271		
100 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		556.86				
211 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		69.43				
309 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		122.57				
310 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		659.17				
311 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		8.50				
312 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		17.26				
531 21297	SEIU LOCAL 521	EMPLOYEE CONTRIBUTIO		9.80				1,467.59
SPOA	SOLEDAD POLICE OFFICERS ASSOCI							
I-SPO202408202226	POLICE OFFICERS CONTRIBUTIONS	R	8/23/2024			055272		
100 21299	SOLEDAD POLICE OFFICERS ASSOC	POLICE OFFICERS CONT		654.46				
230 21299	SOLEDAD POLICE OFFICERS ASSOC	POLICE OFFICERS CONT		5.54				660.00
STAEDD	STATE OF CALIFORNIA E.D.D.							
I-T2 202408202226	STATE TAX W/H	R	8/23/2024			055273		
100 21207	STATE TAX PAYABLE	STATE TAX W/H		7,423.33				
211 21207	STATE TAX PAYABLE	STATE TAX W/H		392.50				
230 21207	STATE TAX PAYABLE	STATE TAX W/H		44.49				
309 21207	STATE TAX PAYABLE	STATE TAX W/H		1,114.21				
310 21207	STATE TAX PAYABLE	STATE TAX W/H		2,248.21				
311 21207	STATE TAX PAYABLE	STATE TAX W/H		335.86				
312 21207	STATE TAX PAYABLE	STATE TAX W/H		150.79				
531 21207	STATE TAX PAYABLE	STATE TAX W/H		25.15				
I-T2 202408202227	STATE TAX W/H	R	8/23/2024			055273		
100 21207	STATE TAX PAYABLE	STATE TAX W/H		794.23				
531 21207	STATE TAX PAYABLE	STATE TAX W/H		81.52				12,610.29
STPERS	STATE OF CALIFORNIA PERS							
I-PCR202408202226	CHIEF & LIEUTENANT	R	8/23/2024			055274		
100 5210-1030	PERS-PENSION	CHIEF & LIEUTENANT		3,447.99				
I-PEC202408202226	City of Soledad Conf PEPRA	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Conf		147.55				
309 21216	PERS	City of Soledad Conf		59.02				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
STPERS	STATE OF CALIFORNIA PECONT							
I-PEC202408202226	City of Soledad Conf PEPRA	R	8/23/2024			055274		
310 21216	PERS	City of Soledad Conf		59.02				
311 21216	PERS	City of Soledad Conf		29.51				
I-PEP202408202226	EMPLOYEE CONTRIBUTION	R	8/23/2024			055274		
100 21216	PERS	EMPLOYEE CONTRIBUTIO		4,817.78				
211 21216	PERS	EMPLOYEE CONTRIBUTIO		618.11				
309 21216	PERS	EMPLOYEE CONTRIBUTIO		822.02				
310 21216	PERS	EMPLOYEE CONTRIBUTIO		3,435.04				
311 21216	PERS	EMPLOYEE CONTRIBUTIO		341.18				
312 21216	PERS	EMPLOYEE CONTRIBUTIO		140.90				
531 21216	PERS	EMPLOYEE CONTRIBUTIO		52.25				
I-PER202408202226	City of Soledad Regular Empl	R	8/23/2024			055274		
100 5120-1030	PERS-PENSION	City of Soledad Regu		506.78				
100 5150-1030	PERS-PENSION	City of Soledad Regu		666.76				
100 5170-1030	PERS-PENSION	City of Soledad Regu		85.21				
100 5180-1030	PERS-PENSION	City of Soledad Regu		191.49				
100 5190-1030	PERS-PENSION	City of Soledad Regu		146.65				
100 5210-1030	PERS-PENSION	City of Soledad Regu		370.25				
100 5590-1030	PERS-PENSION	City of Soledad Regu		45.38				
100 5600-1030	PERS-PENSION	City of Soledad Regu		711.46				
100 5610-1030	PERS - PENSION	City of Soledad Regu		1,033.06				
100 5620-1030	PERS - PENSION	City of Soledad Regu		328.65				
100 5630-1030	PERS- PENSION	City of Soledad Regu		304.05				
100 7010-1030	PERS-PENSION	City of Soledad Regu		652.43				
211 7160-1030	PERS-PENSION	City of Soledad Regu		627.69				
309 6100-1030	PERS-PENSION	City of Soledad Regu		894.67				
310 6100-1030	PERS-PENSION	City of Soledad Regu		3,548.15				
311 6100-1030	PERS-PENSION	City of Soledad Regu		376.45				
312 6100-1030	PERS-PENSION	City of Soledad Regu		143.09				
531 5402-1030	PERS-PENSION	City of Soledad Regu		53.06				
I-PES202408202226	City of Soledad Police	R	8/23/2024			055274		
100 5210-1030	PERS-PENSION	City of Soledad Poli		4,493.60				
100 7010-1030	PERS-PENSION	City of Soledad Poli		628.44				
I-PKE202408202226	City of Soledad Conf. Employee	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Conf		168.64				
309 21216	PERS	City of Soledad Conf		81.07				
310 21216	PERS	City of Soledad Conf		81.07				
I-PME202408202226	City of Soledad Reg Managers	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Reg		142.43				
211 21216	PERS	City of Soledad Reg		42.20				
309 21216	PERS	City of Soledad Reg		131.87				
310 21216	PERS	City of Soledad Reg		131.87				
311 21216	PERS	City of Soledad Reg		52.75				
312 21216	PERS	City of Soledad Reg		26.37				
I-PMR202408202226	City of Soledad Managers	R	8/23/2024			055274		
100 5590-1030	PERS-PENSION	City of Soledad Mana		206.52				
211 7160-1030	PERS-PENSION	City of Soledad Mana		61.19				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
STPERS	STATE OF CALIFORNIA PECONT							
I-PMR202408202226	City of Soledad Managers	R	8/23/2024			055274		
309 6100-1030	PERS-PENSION	City of Soledad Mana		191.22				
310 6100-1030	PERS-PENSION	City of Soledad Mana		191.22				
311 6100-1030	PERS-PENSION	City of Soledad Mana		76.49				
312 6100-1030	PERS-PENSION	City of Soledad Mana		38.23				
I-PPE202408202226	City of Soledad Police	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Poli		2,311.21				
230 21216	PERS	City of Soledad Poli		54.67				
I-PPR202408202226	City of Soledad Police	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Poli		324.33				
100 5210-1030	PERS-PENSION	City of Soledad Poli		1,065.49				
100 7010-1030	PERS-PENSION	City of Soledad Poli		1,119.93				
230 21216	PERS	City of Soledad Poli		18.22				
230 5214-1030	PERS-PENSION	City of Soledad Poli		122.63				
I-PPS202408202226	City of Soledad Police	R	8/23/2024			055274		
100 21216	PERS	City of Soledad Poli		5,118.30				
I-PRE202408202226	EMPLOYEE CONTRIBUTION	R	8/23/2024			055274		
100 21216	PERS	EMPLOYEE CONTRIBUTIO		1,789.03				
211 21216	PERS	EMPLOYEE CONTRIBUTIO		426.85				
309 21216	PERS	EMPLOYEE CONTRIBUTIO		890.42				
310 21216	PERS	EMPLOYEE CONTRIBUTIO		1,260.52				
311 21216	PERS	EMPLOYEE CONTRIBUTIO		147.89				
312 21216	PERS	EMPLOYEE CONTRIBUTIO		196.72				
I-PRR202408202226	City of Soledad Regular Empl	R	8/23/2024			055274		
100 5150-1030	PERS-PENSION	City of Soledad Regu		599.51				
100 5160-1030	PERS-PENSION	City of Soledad Regu		293.19				
100 5170-1030	PERS-PENSION	City of Soledad Regu		235.11				
100 5210-1030	PERS-PENSION	City of Soledad Regu		1,005.96				
100 5590-1030	PERS-PENSION	City of Soledad Regu		152.23				
100 5600-1030	PERS-PENSION	City of Soledad Regu		552.57				
211 7160-1030	PERS-PENSION	City of Soledad Regu		618.92				
309 6100-1030	PERS-PENSION	City of Soledad Regu		1,408.69				
310 6100-1030	PERS-PENSION	City of Soledad Regu		1,945.32				
311 6100-1030	PERS-PENSION	City of Soledad Regu		214.42				
312 6100-1030	PERS-PENSION	City of Soledad Regu		285.24				53,558.20
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
I-SLI202408202226	LIFE, AD&D, LTD	R	8/23/2024			055277		
100 5120-1032	BENEFITS	LIFE, AD&D, LTD		36.58				
100 5150-1032	BENEFITS	LIFE, AD&D, LTD		109.18				
100 5160-1032	BENEFITS	LIFE, AD&D, LTD		20.56				
100 5170-1032	BENEFITS	LIFE, AD&D, LTD		23.00				
100 5180-1032	BENEFITS	LIFE, AD&D, LTD		15.00				
100 5190-1032	BENEFITS	LIFE, AD&D, LTD		13.69				
100 5210-1032	BENEFITS	LIFE, AD&D, LTD		427.02				
100 5590-1032	BENEFITS	LIFE, AD&D, LTD		25.38				
100 5600-1032	BENEFITS	LIFE, AD&D, LTD		101.54				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

42

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SUNLIF	SUN LIFE ASSURANCE COMCONT							
I-SLI202408202226	LIFE, AD&D, LTD	R	8/23/2024			055277		
100 5610-1032	BENEFITS	LIFE, AD&D, LTD		88.32				
100 5620-1032	BENEFITS	LIFE, AD&D, LTD		30.11				
100 5630-1032	BENEFITS	LIFE, AD&D, LTD		26.47				
100 7010-1032	BENEFITS	LIFE, AD&D, LTD		124.22				
211 7160-1032	BENEFITS	LIFE, AD&D, LTD		102.98				
230 5214-1032	BENEFITS	LIFE, AD&D, LTD		3.36				
309 6100-1032	BENEFITS	LIFE, AD&D, LTD		181.92				
310 6100-1032	BENEFITS	LIFE, AD&D, LTD		460.02				
311 6100-1032	BENEFITS	LIFE, AD&D, LTD		50.00				
312 6100-1032	BENEFITS	LIFE, AD&D, LTD		34.33				
531 5402-1032	LIFE, AD&D, LTD	LIFE, AD&D, LTD		5.87				
I-SLI202408202227	LIFE, AD&D, LTD	R	8/23/2024			055277		
100 5150-1032	BENEFITS	LIFE, AD&D, LTD		22.13				
531 5402-1032	LIFE, AD&D, LTD	LIFE, AD&D, LTD		2.46				
I-SLS202408202226	SUPPLEMENTAL	R	8/23/2024			055277		
100 21218	INSURANCE PAYABLE	SUPPLEMENTAL		194.44				
211 21218	INSURANCE PAYABLE	SUPPLEMENTAL		19.24				
309 21218	INSURANCE PAYABLE	SUPPLEMENTAL		73.48				
310 21218	INSURANCE PAYABLE	SUPPLEMENTAL		74.49				
311 21218	INSUARNCE PAYABLE	SUPPLEMENTAL		10.83				
312 21218	INSURANCE PAYABLE	SUPPLEMENTAL		6.85				
531 21218	INSURANCE PAYABLE	SUPPLEMENTAL		0.17				2,283.64
UNIWAY	UNITED WAY MONTEREY COUNTY							
I-UN 202408202226	UNITED WAY CONTRIBUTIONS	R	8/23/2024			055279		
100 21215	MISC. PAYROLL DEDUCTION	UNITED WAY CONTRIBUT		0.92				
211 21215	MISC. PAYROLL DEDUCTION	UNITED WAY CONTRIBUT		0.78				
311 21215	MISC. PAYROLL DEDUCTION	UNITED WAY CONTRIBUT		0.10				
312 21215	MISC. PAYROLL DEDUCTION	UNITED WAY CONTRIBUT		0.20				2.00
VANTAG	MISSION SQUARE-303584							
I-D15202408202226	DEFERRED-EMPLOYEE PORTION	R	8/23/2024			055280		
100 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		10.51				
309 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		436.76				
310 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		134.45				
I-DDD202408202226	DEFERRED-EMPLOYEE PORTION	R	8/23/2024			055280		
100 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		3,957.39				
211 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		464.59				
230 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		13.86				
309 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		1,064.54				
310 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		2,355.91				
311 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		319.34				
312 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		205.28				
531 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		14.09				
I-DEF202408202226	DEFERRED-EMPLOYEE PORTION	R	8/23/2024			055280		
100 21211	DEFERRED COMP. PAYABLE	DEFERRED-EMPLOYEE PO		1,130.95				10,107.67

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
ALCANA	ALCANTAR ACE HARDWARE							
I-629	FLAG POLE	R	8/23/2024			055281		
100 8000-3023	FACILITIES EXPENSE	FLAG POLE		15.16				
I-667	PAINT MIXER - STRIPES	R	8/23/2024			055281		
100 8000-3023	FACILITIES EXPENSE	PAINT MIXER - STRIPE		22.48				37.64
AMAZON	AMAZON CAPITAL SERVICES							
I-1P66-XX63-FRXM	SUPPLIES FOR STORMWATER INSPEC	R	8/23/2024			055282		
310 6100-4010	PROGRAM COST - STORM WATER	SUPPLIES FOR STORMWA		85.55				85.55
AUTOZO	AUTOZONE LLC							
I-5509722743	BRAKE CALIPER DUST BOOTS	R	8/23/2024			055283		
100 5210-3022	FLEET SERVICES	BRAKE CALIPER DUST B		123.40				123.40
EMCPLA	EMC PLANNING GROUP INC.							
I-16-001-80	MIRAMONTE STAFF SUPPORT	R	8/23/2024			055284		
100 23951	MIRAMONTE (N. AGHA) 7/2016	MIRAMONTE STAFF SUPP		2,958.75				2,958.75
GREENS	GREEN'S ACCOUNTING							
I-08/06/24	ACCOUNTING FEES	R	8/23/2024			055285		
100 8000-2003	POSTAGE, SHIPPING & FREIGHT	POSTAGE		112.72				
100 5190-3000	PROFESSIONAL SERVICES/FEES	ACCOUNTING		3,145.10				
310 6100-3000	PROFESSIONAL SERVICES/FEES	ACCOUNTING		3,145.10				
309 6100-3000	PROFESSIONAL SERVICES/FEES	ACCOUNTING		3,145.10				
311 6100-3000	PROFESSIONAL SERVICES/FEES	ACCOUNTING		3,145.10				
211 7160-3000	PROFESSIONAL SERVICES/FEES	ACCOUNTING		3,145.08				15,838.20
LARRYD	LARRY DAVIS ASSOCIATES, LLC							
I-4622	CIRCUIT INSTALLATION- GATEWAY	R	8/23/2024			055286		
100 5150-4004	COMPUTER CAPITAL	CIRCUIT INSTALLATION		962.50				
I-4623	FIX OUTDOOR PD PHONE	R	8/23/2024			055286		
100 5210-4004	COMPUTER CAPITAL	FIX OUTDOOR PD PHONE		350.00				1,312.50
PAVEME	PAVEMENT ENGINEERING, INC.							
I-2401-155	2023 CRACK SEAL PROJ	R	8/23/2024			055287		
210 7160-5632	CAPITAL PROJECTS	2023 CRACK SEAL PROJ		3,905.00				3,905.00
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
I-110202407232214	DENTAL INSURANCE	R	8/23/2024			055288		
100 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		1,610.39				
211 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		139.24				
230 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		6.58				
309 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		336.23				
310 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		911.67				
311 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		66.65				
312 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		59.27				
531 21209	MEDICAL INSURANCE PAYABLE	DENTAL INSURANCE		1.61				
I-120202407232214	VISION INSURANCE	R	8/23/2024			055288		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SUNLIF	SUN LIFE ASSURANCE COMCONT							
I-120202407232214	VISION INSURANCE	R	8/23/2024			055288		
100 5120-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		11.00				
100 5150-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		19.62				
100 5160-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		8.19				
100 5170-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		6.51				
100 5180-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		2.96				
100 5190-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		3.63				
100 5210-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		107.74				
100 5590-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		5.80				
100 5600-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		27.84				
100 5610-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		11.07				
100 5620-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		10.20				
100 5630-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		3.90				
100 7010-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		43.39				
211 7160-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		26.14				
230 5214-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		0.78				
309 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		53.12				
310 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		148.86				
311 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		11.61				
312 6100-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		10.03				
531 5402-1034	INSURANCE-MED,DEN,VISION	VISION INSURANCE		0.36				
I-SLI202407232214	LIFE, AD&D, LTD	R	8/23/2024			055288		
100 5120-1032	BENEFITS	LIFE, AD&D, LTD		36.58				
100 5150-1032	BENEFITS	LIFE, AD&D, LTD		109.11				
100 5160-1032	BENEFITS	LIFE, AD&D, LTD		20.56				
100 5170-1032	BENEFITS	LIFE, AD&D, LTD		23.00				
100 5180-1032	BENEFITS	LIFE, AD&D, LTD		23.33				
100 5190-1032	BENEFITS	LIFE, AD&D, LTD		13.69				
100 5210-1032	BENEFITS	LIFE, AD&D, LTD		447.33				
100 5590-1032	BENEFITS	LIFE, AD&D, LTD		25.38				
100 5600-1032	BENEFITS	LIFE, AD&D, LTD		102.02				
100 5610-1032	BENEFITS	LIFE, AD&D, LTD		88.32				
100 5620-1032	BENEFITS	LIFE, AD&D, LTD		30.11				
100 5630-1032	BENEFITS	LIFE, AD&D, LTD		26.47				
100 7010-1032	BENEFITS	LIFE, AD&D, LTD		128.10				
211 7160-1032	BENEFITS	LIFE, AD&D, LTD		103.11				
230 5214-1032	BENEFITS	LIFE, AD&D, LTD		2.91				
309 6100-1032	BENEFITS	LIFE, AD&D, LTD		189.02				
310 6100-1032	BENEFITS	LIFE, AD&D, LTD		462.96				
311 6100-1032	BENEFITS	LIFE, AD&D, LTD		52.02				
312 6100-1032	BENEFITS	LIFE, AD&D, LTD		34.35				
531 5402-1032	LIFE, AD&D, LTD	LIFE, AD&D, LTD		5.94				
I-SLS202407232214	SUPPLEMENTAL	R	8/23/2024			055288		
100 21218	INSURANCE PAYABLE	SUPPLEMENTAL		193.84				
211 21218	INSURANCE PAYABLE	SUPPLEMENTAL		19.33				
230 21218	INSURANCE PAYABLE	SUPPLEMENTAL		1.41				
309 21218	INSURANCE PAYABLE	SUPPLEMENTAL		74.75				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

45

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SUNLIF	SUN LIFE ASSURANCE COMCONT							
I-SLS202407232214	SUPPLEMENTAL	R	8/23/2024			055288		
310 21218	INSURANCE PAYABLE	SUPPLEMENTAL		73.10				
311 21218	INSUARNCE PAYABLE	SUPPLEMENTAL		10.88				
312 21218	INSURANCE PAYABLE	SUPPLEMENTAL		6.89				
531 21218	INSURANCE PAYABLE	SUPPLEMENTAL		0.17				5,949.07
TERMIN	RENTOKIL NORTH AMERICA INC							
I-448258620	WWTP PEST CONTROL	R	8/23/2024			055291		
310 6100-3005	MAINTENANCE AGREEMENTS	WWTP PEST CONTROL		57.00				57.00
VESTIS	VESTIS GROUP, INC							
I-5110493875	PW UNIFORMS	R	8/23/2024			055292		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		2.87				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		78.74				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		35.92				
311 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		1.37				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		13.66				
100 5590-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		4.03				
I-5110493876	PW UNIFORMS	R	8/23/2024			055292		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		41.31				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		37.77				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		33.05				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		5.90				
I-5110493880	WW UNIFORMS	R	8/23/2024			055292		
310 6100-3005	MAINTENANCE AGREEMENTS	WW UNIFORMS		403.75				
I-5110493881	WATER UNIFORMS	R	8/23/2024			055292		
309 6100-3005	MAINTENANCE AGREEMENTS	WATER UNIFORMS		96.23				754.60
AGILEO	AGILE OCCUPATION MEDICINE PC							
I-EM025744	PRE EMPLOYMENT	R	8/23/2024			055293		
100 5610-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- ABIG		446.85				
211 7160-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- JUAN		21.45				
309 6100-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- JUAN		57.75				
310 6100-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- JUAN		57.75				
100 5590-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- JUAN		28.05				
100 5210-3000	PROFESSIONAL SERVICES/FEES	PRE EMPLOYMENT- HECT		624.50				1,236.35
ALCANA	ALCANTAR ACE HARDWARE							
C-1775	RETURN J BOLTS	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESRETURN J BOLTS			26.11CR				
I-1340	DUST RESPIRATOR	R	8/23/2024			055294		
100 5600-2021	SAFETY EQUIPMENT	DUST RESPIRATOR		10.48				
I-1451	PICNIC BENCH REPAIRS	R	8/23/2024			055294		
650 5300-4915	PARK/LANDSCAPE ELECTRICAL CHARPICNIC BENCH REPAIRS			7.20				
I-1475	IRRIGATION RISER	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION RISER			6.07				
I-1485	FLAT WASHER	R	8/23/2024			055294		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
ALCANA	ALCANTAR ACE HARDWARE CONT							
I-1485	FLAT WASHER	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESFLAT WASHER			1.73				
I-1558	RESTROOM DOOR REPAIRS	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESRESTROOM DOOR REPAIR			8.50				
I-1564	SANDING DISC	R	8/23/2024			055294		
211 7160-4131	STREET MAINTENANCE SANDING DISC			13.10				
I-1578	LATEX GLOVES	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESLATEX GLOVES			10.91				
I-1583	TAPE & ROPE FOR STORM POND	R	8/23/2024			055294		
309 6100-2020	TOOLS & MINOR EQUIPMENT TAPE & ROPE FOR STOR			23.34				
I-1600	FACILITY REPAIRS	R	8/23/2024			055294		
100 5610-2030	REPAIRS & MAINTENANCE SUPPLY FACILITY REPAIRS			6.95				
I-1604	FACILITY REPAIRS	R	8/23/2024			055294		
100 5610-2030	REPAIRS & MAINTENANCE SUPPLY FACILITY REPAIRS			14.49				
I-1614	PICNIC BENCH REPAIRS	R	8/23/2024			055294		
650 5300-4915	PARK/LANDSCAPE ELECTRICAL CHARPICNIC BENCH REPAIRS			28.36				
I-1627	SANDING DISC	R	8/23/2024			055294		
211 7160-4131	STREET MAINTENANCE SANDING DISC			13.10				
I-1628	FD REPAIRS	R	8/23/2024			055294		
100 5220-2030	REPAIRS & MAINTENANCE SUPPLIESFD-REPAIR			22.91				
I-1629	PARTS	R	8/23/2024			055294		
100 5590-3012	TRAVEL, MEETINGS & TRAINING PARTS			1.73				
I-1630	ICE MAKER FITTINGS	R	8/23/2024			055294		
100 5590-3012	TRAVEL, MEETINGS & TRAINING ICE MAKER FITTINGS			10.91				
I-1632	IMPACT DRIVER TOOL REPLACEMENT	R	8/23/2024			055294		
310 6100-2020	TOOLS & MINOR EQUIPMENT IMPACT DRIVER TOOL R			326.66				
I-1641	PVC GLUE	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESPVC GLUE			22.48				
I-1647	PAINT BUCKET STRAINER	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESPAINT BUCKET STRAINE			14.84				
I-1649	TRASH BAGS	R	8/23/2024			055294		
310 6100-3023	FACILITIES EXPENSE TRASH BAGS			13.10				
I-1653	POLE & BRUSH FOR CLEANING CAMS	R	8/23/2024			055294		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESPOLE & BRUSH FOR CLE			95.00				
I-1667	WELL 10 PACKING LINE	R	8/23/2024			055294		
309 6100-2020	TOOLS & MINOR EQUIPMENT WELL 10 PACKING LINE			24.30				
I-1672	ACO PRESSURE WASHER	R	8/23/2024			055294		
312 6100-3034	ANIMAL SERVICES PRESSURE WASHER			195.56				
I-1689	UTILITY BLADES	R	8/23/2024			055294		
100 8000-3023	FACILITIES EXPENSE UTILITY BLADES			3.05				
I-1697	IRRIGATION REPAIR	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION REPAIR			21.60				
I-1698	IRRIGATION REPAIRS	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION REPAIRS			4.35				
I-1702	IRRIGATION REPAIR	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION REPAIR			7.63				
I-1714	WELL 10 LUBE LINE	R	8/23/2024			055294		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

47

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
ALCANA	ALCANTAR ACE HARDWARE CONT							
I-1714	WELL 10 LUBE LINE	R	8/23/2024			055294		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIESWELL 10 LUBE LINE			64.48				
I-1727	WELL 6 PAINTING	R	8/23/2024			055294		
309 6100-2020	TOOLS & MINOR EQUIPMENT WELL 6 PAINTING			30.57				
I-1731	ICE CHEST - CITY BBQ	R	8/23/2024			055294		
310 6100-3012	TRAVEL, MEETINGS & TRAINING ICE CHEST - CITY BBQ			65.54				
I-1735	IRRIGATION REPAIR	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION REPAIR			4.32				
I-1747	1" PVC FOR WELL #10	R	8/23/2024			055294		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES1" PVC FOR WELL #10			17.87				
I-1750	VA PAINTING	R	8/23/2024			055294		
100 7010-3000	PROFESSIONAL SERVICES/FEES VA-PAINTS			40.41				
I-1763	ADAPTER - DIESEL TANK	R	8/23/2024			055294		
310 6100-2020	TOOLS & MINOR EQUIPMENT ADAPTER - DIESEL TAN			3.92				
I-1776	J-BOLTS	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESJ-BOLTS			19.57				
I-1778	GARDEN HOE FOR WEEDS	R	8/23/2024			055294		
310 6100-2020	TOOLS & MINOR EQUIPMENT GARDEN HOE FOR WEEDS			29.49				
I-1808	FACILITY REPAIRS	R	8/23/2024			055294		
100 5610-2030	REPAIRS & MAINTENANCE SUPPLY FACILITY REPAIRS			7.64				
I-1816	IRRIGATION LINE REPAIRS	R	8/23/2024			055294		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESIRRIGATION LINE REPA			13.09				
I-1819	FACILITIY REPAIRS	R	8/23/2024			055294		
100 5610-3023	FACILITIES EXPENSE FACILITIY REPAIRS			105.04				
I-1823	9V IRRIGATION BATTERY	R	8/23/2024			055294		
100 8000-3023	FACILITIES EXPENSE 9V IRRIGATION BATTER			14.19				
I-1829	HOSE FOR DYE TESTING	R	8/23/2024			055294		
310 6100-4071	COLLECTION SYSTEM MAINT/EQUIPMHOSE FOR DYE TESTING			76.46				
I-1843	PUSH BROOM - COLLECTIONS	R	8/23/2024			055294		
310 6100-4071	COLLECTION SYSTEM MAINT/EQUIPMPUSH BROOM - COLLECT			41.50				
I-1844	PAINT BRUSH FOR WELL #6	R	8/23/2024			055294		
309 6100-2020	TOOLS & MINOR EQUIPMENT PAINT BRUSH FOR WELL			14.40				
I-1851	ROPE FOR STORM POND	R	8/23/2024			055294		
309 6100-2020	TOOLS & MINOR EQUIPMENT ROPE FOR STORM POND			24.02				1,454.75
ALVARE	ALEJANDRO ALVAREZ							
I-08/15/24	PESTICIDE CERT	R	8/23/2024			055297		
310 6100-3012	TRAVEL, MEETINGS & TRAINING PESTICIDE CERT			140.00				140.00
ALVJOE	JOEL ALVAREZ							
I-08/19/24	REIMBURSE LUNCH	R	8/23/2024			055298		
100 5600-3012	TRAVEL, MEETINGS & TRAINING REIMBURSE LUNCH			103.96				103.96

48

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
AMAZON	AMAZON CAPITAL SERVICES							
I-16CN-PCY7-4G4D	CASES FOR NEW PD TABLETS	R	8/23/2024			055299		
100 5210-4004	COMPUTER CAPITAL	CASES FOR NEW PD TAB		73.71				
I-17TT-G6HN-67XT	CABINETS	R	8/23/2024			055299		
100 7010-3000	PROFESSIONAL SERVICES/FEES	CABINETS		170.42				
I-1CQY-T7N4-PY7K	FULL FACEPIECE RESPIRATORS	R	8/23/2024			055299		
310 6100-2021	SAFETY EQUIPMENT	FULL FACEPIECE RESPI		443.56				
I-1F1T-FX93-1T6T	ICE PACKS FOR FIRST AID KITS	R	8/23/2024			055299		
100 5610-3023	FACILITIES EXPENSE	ICE PACKS FOR FIRST		74.80				
I-1F9V-D1QV-9DQG	FLAGPOLE PULLEY	R	8/23/2024			055299		
310 6100-3023	FACILITIES EXPENSE	FLAGPOLE PULLEY		45.86				
I-1FFY-WTG1-FWK6	OFFICE SUPPLIES- BLDG DEPT	R	8/23/2024			055299		
100 5160-2004	OFFICE SUPPLIES	OFFICE SUPPLIES- BLD		31.96				
I-1FVD-KNRH-D7JG	WIRELESS KEYBOARD	R	8/23/2024			055299		
309 6100-2004	OFFICE SUPPLIES	WIRELESS KEYBOARD		10.19				
310 6100-2004	OFFICE SUPPLIES	WIRELESS KEYBOARD		10.19				
100 5600-2004	OFFICE SUPPLIES	WIRELESS KEYBOARD		10.20				
I-1L7J-CGTC-3NGJ	OFFICE SUPPLIES - GATEWAY	R	8/23/2024			055299		
100 5150-2004	OFFICE SUPPLIES	OFFICE SUPPLIES - GA		70.68				
I-1LH7-RVQ1-PPQ6	RODENT TRAPS FOR PLANT	R	8/23/2024			055299		
310 6100-3023	FACILITIES EXPENSE	RODENT TRAPS FOR PLA		152.18				
I-1MK1-NLGP-G4XY	USB CABLE FOR TIMER	R	8/23/2024			055299		
100 5180-2020	TOOLS & MINOR EQUIPMENT	USB CABLE FOR TIMER		26.21				
I-1MRC-W49R-3VLL	PIPETS- LAB PROCESS	R	8/23/2024			055299		
310 6100-3003	LAB ANALYSIS & TESTING	PIPETS- LAB PROCESS		53.38				
I-1MY6-K3JN-M6CW	MONITOR MOUNT/ OFFICE SUPPLIES	R	8/23/2024			055299		
100 5590-4004	CAPITAL - COMPUTERS	NEW MONITOR MOUNT FO		29.90				
100 5180-4004	COMPUTER CAPITAL	OFFICE SUPPLIES NEW		244.12				
I-1QC1-D9L1-6MRK	MISC SUPPLIES	R	8/23/2024			055299		
100 5610-3023	FACILITIES EXPENSE	MICROFIBER MOP		34.94				
100 5610-2004	OFFICE SUPPLIES	PRINTER PAPER		54.62				
100 5610-2008	PROGRAM SUPPLIES	SUMMER CAMP SUPPLIES		148.69				
I-1R99-MJWX-P1DD	OLP CAMERAS GIGABIT EXTENDER	R	8/23/2024			055299		
770 7100-5632	CAPITAL PROJECTS	OLP CAMERAS GIGABIT		409.95				
I-1RCK-76LH-G6KF	CONFERENCE ROOM COMPUTER- WWTP	R	8/23/2024			055299		
100 5590-4004	CAPITAL - COMPUTERS	CONFERENCE ROOM COMP		403.13				
I-1RKW-71LC-44DT	REPAIR - DOOR HINGE	R	8/23/2024			055299		
310 6100-3022	FLEET SERVICES	REPAIR - DOOR HINGE		265.06				
I-1VVJ-N667-T9L9	ELECTRICAL SAFETY COMPLIANCE	R	8/23/2024			055299		
310 6100-2021	SAFETY EQUIPMENT	ELECTRICAL SAFETY CO		221.83				
I-1WC1-K9YF-1YGG	WEIGHT SCALE WELL #9	R	8/23/2024			055299		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WEIGHT SCALE WELL #9		21.29				
I-1Y9X-LMRH-CW9C	OLP CAMERAS NETWORK CABLE	R	8/23/2024			055299		
770 7100-5632	CAPITAL PROJECTS	OLP CAMERAS NETWORK		117.98				
I-1YDR-Q6RM-CJWC	TOOL KIT	R	8/23/2024			055299		
100 5210-2020	TOOLS & MINOR EQUIPMENT	TOOL KIT		109.24				3,234.09

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
AMESUP	AMERICAN SUPPLY COMPANY							
I-3038377	GARBAGE LINERS - RESTOCK	R	8/23/2024			055301		
310 6100-3023	FACILITIES EXPENSE	GARBAGE LINERS - RES		106.14				106.14
AUTOZO	AUTOZONE LLC							
C-5509739098	RETURN RATCHET	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	RETURN RATCHET		40.77CR				
C-5509747916	BRAKE MAINT	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	BRAKE MAINT		241.42CR				
C-5509750279	DOORHANDLE RETURN	R	8/23/2024			055302		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESDOORHANDLE RETURN			18.48CR				
I-5509745573	BATTERY REPLACEMENT	R	8/23/2024			055302		
100 5600-3022	FLEET SERVICES	BATTERY REPLACEMENT		202.09				
I-55097455963	PREVENTATIVE MAINT	R	8/23/2024			055302		
100 5600-3022	FLEET SERVICES	PREVENTATIVE MAINT		79.54				
I-5509746030	DRIVE BELT	R	8/23/2024			055302		
100 5600-3022	FLEET SERVICES	DRIVE BELT		12.39				
I-5509746135	PREVENTATIVE MAINT	R	8/23/2024			055302		
100 5600-3022	FLEET SERVICES	PREVENTATIVE MAINT		39.92				
I-5509746149	DRIVE BELT	R	8/23/2024			055302		
100 5600-3022	FLEET SERVICES	DRIVE BELT		45.54				
I-5509746254	DOOR LATCH	R	8/23/2024			055302		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESDOOR LATCH			293.70				
I-5509747854	WASHER FLUID	R	8/23/2024			055302		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESWASHER FLUID			6.17				
I-5509747902	BRAKE PARTS	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	BRAKE PARTS		241.42				
I-5509749944	WIRING & CONNECTORS	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	WIRING & CONNECTORS		22.80				
I-5509750418	FENDER COVER	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	FENDER COVER		15.65				
I-5509750873	ENGINE MOUNT	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	ENGINE MOUNT		75.03				
I-5509750948	BRAKE PADS	R	8/23/2024			055302		
100 5210-3022	FLEET SERVICES	BRAKE PADS		55.45				
I-6290869753	FD TRUCK SUPPLIES	R	8/23/2024			055302		
100 5220-2007	OPERATIONAL SUPPLIES	FD TRUCK SUPPLIES		118.87				907.90
BADGER	BADGER METER, INC.							
I-1677305	5/8 BADGER METER STOCK	R	8/23/2024			055304		
309 6100-4060	METER REPAIR/REPLACEMENT	5/8 BADGER METER STO		2,935.94				
I-1677821	5/8 BADGER METER STOCK	R	8/23/2024			055304		
309 6100-4060	METER REPAIR/REPLACEMENT	5/8 BADGER METER STO		10,890.42				13,826.36

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

50

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
BAILEY	BAILEY STREET LIMITED							
I-100522515	CHLORINE FOR PLANT	R	8/23/2024			055305		
310 6100-2032	CHEMICAL	CHLORINE FOR PLANT		11,701.24				11,701.24
BRAVIL	FRANCISCO BRAVO							
I-08072423926	UNDERHOIST SAFETY STAND	R	8/23/2024			055306		
100 5210-3022	FLEET SERVICES	UNDERHOIST SAFETY ST		359.43				359.43
BRENNT	BRENNTAG PACIFIC INC							
I-BPI453151	WELL #7 CHLORINE	R	8/23/2024			055307		
309 6100-2032	CHEMICAL	WELL #7 CHLORINE		1,188.44				
I-BPI453152	WELL #9 CHLORINE	R	8/23/2024			055307		
309 6100-2032	CHEMICAL	WELL #9 CHLORINE		2,939.33				
I-BPI453153	LA CUESTA CHLORINE	R	8/23/2024			055307		
309 6100-2032	CHEMICAL	LA CUESTA CHLORINE		1,261.24				5,389.01
BRYCEH	BRYCE HR CONSULTING, INC.							
I-4791	COMP STUDY	R	8/23/2024			055308		
100 5170-3000	PROFESSIONAL SERVICES/FEES	COMP STUDY		190.00				190.00
BUENRO	OBED BUENROSTRO							
I-08/15/24	REIMBURSE PW BBQ	R	8/23/2024			055309		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSE PW BBQ		21.42				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSE PW BBQ		21.42				
100 5600-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSE PW BBQ		21.42				64.26
CAROLL	CAROLLO ENGINEERS, INC.							
I-FB54716-8	RECYCLED WATER COVEYANCE PROJ	R	8/23/2024			055310		
278 6100-3000	PROFESSIONAL SERVICES/FEES	RECYCLED WATER COVEY		116,451.68				116,451.68
CENSIG	JULIO GIL							
I-6795	DECALS	R	8/23/2024			055311		
100 5210-3022	FLEET SERVICES	DECALS		159.88				159.88
CHARTE	CHARTER COMMUNINCATIONS							
I-107895501080724	CORP YARD INTERNET	R	8/23/2024			055312		
100 5600-3009	TELEPHONE/DATA/PAGER	Corp Yard Internet		479.92				479.92
CIT	FIRST-CITIZENS BANK & TRUST CO							
I-45315488	COPIER LEASE	R	8/23/2024			055313		
100 5610-3006	LEASE CONTRACTS	COPIER LEASE		143.60				
I-45332208	CH/WWTP COPIER EASE	R	8/23/2024			055313		
309 6100-3006	LEASE CONTRACTS	COPIER LEASE		62.19				
310 6100-3006	LEASE CONTRACTS	COPIER LEASE		93.28				
100 8000-3006	LEASE CONTRACTS	COPIER LEASE		172.24				471.31

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
CORIX	ICONIX WATERWORKS (US) INC.							
I-U2416032071	6" CLAMP - STOCK	R	8/23/2024			055314		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES6" CLAMP - STOCK			774.38				774.38
CSC OF	CSC OF SALINAS							
I-001024668	DIESEL BULK STATION REPAIRS	R	8/23/2024			055315		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESDIESEL BULK STATION			666.79				666.79
CSG CO	CSG CONSULTANTS, INC.							
I-57563	BLDG SERVICES	R	8/23/2024			055316		
100 5160-3000	PROFESSIONAL SERVICES/FEES	BLDG SERVICES		12,119.00				
I-57564	FIRE SERVICES	R	8/23/2024			055316		
100 5160-3000	PROFESSIONAL SERVICES/FEES	FIRE SERVICES		1,463.00				
I-57688	BUILDING SERVICES	R	8/23/2024			055316		
100 23969	MIRAVALE PARCEL B-ORCHARD LN	BUILDING SERVICES		1,645.50				
100 5160-3000	PROFESSIONAL SERVICES/FEES	BUILDING SERVICES		3,654.50				
I-B241445	BLDG PLAN REVIEW	R	8/23/2024			055316		
100 5160-3000	PROFESSIONAL SERVICES/FEES	BLDG PLAN REVIEW		260.00				
I-F241016	FIREPLAN REVIEW	R	8/23/2024			055316		
100 5160-3000	PROFESSIONAL SERVICES/FEES	FIREPLAN REVIEW		520.00				19,662.00
CWEA	CWEA							
I-08/06/24	CERT RENEWAL	R	8/23/2024			055317		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	CERT RENEWAL		106.00				106.00
DAMWAS	DAMON WASSON							
I-07/30/24	HOTEL REIMBURSEMENT	R	8/23/2024			055318		
100 5210-3012	TRAVEL, MEETINGS & TRAINING	Hotel Reimbursement		336.89				
I-07/30/24a	FUEL REIMBURSEMENT	R	8/23/2024			055318		
100 5210-2016	FUEL	Fuel Reimbursement		354.50				691.39
DATA	DATAFLOW BUSINESS SYSTEMS, INC							
I-397916	C.H. COPIER	R	8/23/2024			055319		
100 8000-3005	MAINTENANCE AGREEMENTS	C.H. COPIER		212.89				212.89
EDIS	EMPLOYER DRIVEN INSURANCE SERV							
I-351493-0	SEPTEMBER CLAIM FUNDING & PREM	R	8/23/2024			055320		
402 5190-3000	PROFESSIONAL SERVICES/FEES	SEPTEMBER CLAIM FUND		8,736.70				8,736.70
FASTRE	FAST RESPONSE ON-SITE TESTING							
I-159198	RESPIRATOR TRAINING	R	8/23/2024			055321		
309 6100-3013	TRAINING - SAFETY	RESPIRATOR TRAINING		1,832.72				
310 6100-3013	TRAINING - SAFETY	RESPIRATOR TRAINING		667.72				
100 5600-3013	TRAINING - SAFETY	RESPIRATOR TRAINING		512.72				3,013.16

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

52

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
FENKEL	FENTON & KELLER							
I-167182	PROFESSIONAL SERVICE- CITY COU	R	8/23/2024			055322		
100 5110-3000	PROFESSIONAL SERVICES/FEES	PROFESSIONAL SERVICE		80.00				80.00
FERENT	FERGUSON ENTERPRISES INC. 1423							
I-1856155	REGISTERS STOCK/ BROKEN METERS	R	8/23/2024			055323		
309 6100-4060	METER REPAIR/REPLACEMENT	REGISTERS STOCK/ BRO		10,897.69				
I-1864959	8" BUTTERFLY VALVE & FITTINGS	R	8/23/2024			055323		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	8" BUTTERFLY VALVE &		2,753.38				
I-1866461	WELL 10 & 9 FLUSH WASTE MTRLS	R	8/23/2024			055323		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 10 & 9 FLUSH WA		2,789.41				16,440.48
GANNET	GANNET CALIFORNIA LOCALIQ							
I-0006592635	PUBLIC NOTICE FOR ELECTION	R	8/23/2024			055324		
100 5120-2000	ORDINANCE & PUBLISHINGS	PUBLIC NOTICE FOR EL		962.51				962.51
GAVPRI	GAVILAN PRINTERS, LLC							
I-34920	OFFICE SUPPLIES	R	8/23/2024			055325		
100 5630-2004	OFFICE SUPPLIES	OFFICE SUPPLIES		98.96				98.96
GRADEB	GRADE BREAK ENGINEERING INC.							
I-54-1170 CM	EXPAND PUMPHOUSE CEMENT 12X12	R	8/23/2024			055326		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	EXPAND PUMPHOUSE CEM		4,554.00				4,554.00
GRAINE	GRAINGER							
I-9220992524	TROLLEY FOR HOIST TO PULL MOTO	R	8/23/2024			055327		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	TROLLEY FOR HOIST TO		482.58				482.58
GREENR	GREEN RUBBER-KENNEDY AG							
I-G-429619	HERBICIDE	R	8/23/2024			055328		
100 5600-2032	CHEMICAL	HERBICIDE		17.45				17.45
GREENS	GREEN'S ACCOUNTING							
I-08/16/24	JULY ACCOUNTING	R	8/23/2024			055329		
100 8000-2003	POSTAGE, SHIPPING & FREIGHT	JULY ACCOUNTING		112.72				
100 5190-3000	PROFESSIONAL SERVICES/FEES	JULY ACCOUNTING		2,170.32				
309 6100-3000	PROFESSIONAL SERVICES/FEES	JULY ACCOUNTING		2,170.32				
310 6100-3000	PROFESSIONAL SERVICES/FEES	JULY ACCOUNTING		2,170.32				
311 6100-3000	PROFESSIONAL SERVICES/FEES	JULY ACCOUNTING		2,170.32				
211 7160-3000	PROFESSIONAL SERVICES/FEES	JULY ACCOUNTING		2,170.30				10,964.30
GUERR	DAMIAN GUERRERO							
I-136	RIVERBED TRASH	R	8/23/2024			055330		
311 6100-3000	PROFESSIONAL SERVICES/FEES	RIVERBED TRASH		100.00				
I-138	RIVERBED TRASH	R	8/23/2024			055330		
311 6100-3000	PROFESSIONAL SERVICES/FEES	RIVERBED TRASH		100.00				
I-139	ORCHARD PARK SERVICE	R	8/23/2024			055330		
651 5300-4913	PARK MAINTENANCE	ORCHARD PARK SERVICE		4,000.00				
I-140	RANCHO SAN VINCENTE SERVICE	R	8/23/2024			055330		

53

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
GUERR	DAMIAN GUERRERO CONT							
I-140	RANCHO SAN VINCENTE SERVICE	R	8/23/2024			055330		
647 5300-4926	STREET LANDSCAPING	RANCHO SAN VINCENTE		1,500.00				
I-141	SERRA PARK SERVICE	R	8/23/2024			055330		
651 5300-4909	LANDSCAPE MAINT. (EASEMENTS)	SERRA PARK SERVICE		1,750.00				
I-142	SERRA CUL DE SAC SERVICE	R	8/23/2024			055330		
651 5300-4909	LANDSCAPE MAINT. (EASEMENTS)	SERRA CUL DE SAC SER		250.00				
I-143	PAULOS BIO PARK SERVICE	R	8/23/2024			055330		
651 5300-4909	LANDSCAPE MAINT. (EASEMENTS)	PAULOS BIO PARK SERV		1,750.00				
I-144	CALLE VAL VERDE BIO SERVICE	R	8/23/2024			055330		
651 5300-4909	LANDSCAPE MAINT. (EASEMENTS)	CALLE VAL VERDE BIO		1,750.00				11,200.00
HECTRA	HECTOR RAMIREZ JR.							
I-1	INJURY PREVENTION CLASS	R	8/23/2024			055331		
309 6100-3013	TRAINING - SAFETY	INJURY PREVENTION CL		91.67				
310 6100-3013	TRAINING - SAFETY	INJURY PREVENTION CL		91.67				
100 5600-3013	TRAINING - SAFETY	INJURY PREVENTION CL		91.66				275.00
HERNRA	RAFAEL HERNANDEZ							
I-08/15/24	REIMBURSE CAB FARE AIRPORT/HOT	R	8/23/2024			055332		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSE CAB FARE A		40.74				40.74
HILINE	HI-LINE ELECTRIC COMPANY, INC.							
I-11146424	EXHAUST CALIPER RESTOCK	R	8/23/2024			055333		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESEXHAUST CALIPER REST			135.13				135.13
JAV la	J.A.V. Language Solutions LLC							
I-24-1280	PROF SVCS- TRANSLATOR	R	8/23/2024			055334		
100 5110-3000	PROFESSIONAL SERVICES/FEES	PROF SVCS- TRANSLATO		810.00				810.00
JBHEAT	JBENJAMIN LARA CHAVEZ							
I-ooo85	A/C REPAIR TRAILER	R	8/23/2024			055335		
310 6100-3023	FACILITIES EXPENSE	A/C REPAIR TRAILER		730.00				730.00
KERN	KERN OIL FILTER RECYCLING, LLC							
I-33304	RECYCLED OIL FILTERS	R	8/23/2024			055336		
100 5210-3022	FLEET SERVICES	RECYCLED OIL FILTERS		225.00				225.00
LAWPRO	LAWSON PRODUCTS							
I-9311744028	TOOLS/GLOVES	R	8/23/2024			055337		
310 6100-2020	TOOLS & MINOR EQUIPMENT	TOOLS		82.97				
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESRESTOCKING			194.99				
310 6100-2021	SAFETY EQUIPMENT	RESTOCKING		136.45				
I-9311780034	GLOVES RESTOCK	R	8/23/2024			055337		
310 6100-2021	SAFETY EQUIPMENT	GLOVES RESTOCK		248.19				662.60

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

54

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
LEE	TAE SOUK LEE							
I-08/14/24	FACADE GRANT FINAL REIMBURSEME	R	8/23/2024			055338		
276 5440-5632	CAPITAL PROJECTS	FACADE GRANT FINAL R		12,500.00				12,500.00
MARKMI	MARK A. MILLER							
I-Aug 5, 2024	MARK A. MILLER	R	8/23/2024			055339		
309 6100-3000	PROFESSIONAL SERVICES/FEES	Water Tank Cleaning		787.50				787.50
MCENVI	MONTEREY COUNTY ENVIRONMENT							
I-SOL-PD FY 24-25	RETAINER FEE	R	8/23/2024			055340		
100 5210-3005	MAINTENANCE AGREEMENTS	RETAINER FEE		2,000.00				2,000.00
MEDCLE	SANDRA LOPEZ MEDINA							
I-0670	JANITORIAL - BLUE BLDG	R	8/23/2024			055341		
310 6100-3023	FACILITIES EXPENSE	JANITORIAL - BLUE BL		335.00				
I-0671	JANITORIAL WATER/WWTP	R	8/23/2024			055341		
309 6100-3023	FACILITIES EXPENSE	JANITORIAL WATER/WWT		392.00				
310 6100-3023	FACILITIES EXPENSE	588		588.00				
I-0673	CITY HALL JANITORIAL	R	8/23/2024			055341		
100 8000-3023	FACILITIES EXPENSE	CITY HALL JANITORIAL		2,257.50				
I-0674	JANITORIAL TRAILER	R	8/23/2024			055341		
310 6100-3023	FACILITIES EXPENSE	JANITORIAL TRAILER		450.00				
I-0675	JANITORIAL SERVICES	R	8/23/2024			055341		
100 5210-3023	FACILITIES EXPENSE	JANITORIAL FOR POLIC		1,937.50				
I-0676	UNIT CLEANING	R	8/23/2024			055341		
100 5210-3022	FLEET SERVICES	UNIT CLEANING		420.00				6,380.00
MOBAUN	MONTEREY BAY AIR RESOURCES DIS							
I-0004396	MEMBERSHIP DUES	R	8/23/2024			055342		
100 5110-2001	MEMBERSHIP DUES	MEMBERSHIP DUES		14,831.30				14,831.30
MOTIND	MOTION INDUSTRIES, INC.							
I-CA19-00791067	GEARBOX - ESCALATOR	R	8/23/2024			055343		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESGEARBOX - ESCALATOR			1,751.75				1,751.75
NEWSV	NEWSV MEDIA							
I-117975	PUBLIC NOTICE	R	8/23/2024			055344		
100 5150-2000	ORDINANCE & PUBLISHINGS	PUBLIC NOTICE		285.42				
I-119517	PUBLIC NOTICES	R	8/23/2024			055344		
100 5120-2000	ORDINANCE & PUBLISHINGS	PUBLIC NOTICES		373.46				658.88
OREAUT	O'REILLY AUTO PARTS							
C-206262	CORE RETURN	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	CORE RETURN		21.85CR				
C-206914	RETURN BATTERIES	R	8/23/2024			055345		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESRETURN BATTERIES			34.79CR				
C-207031	CORE RETURN	R	8/23/2024			055345		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESCORE RETURN			22.00CR				
C-207727	ABS SENSOR RETURN	R	8/23/2024			055345		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
OREAUT	O'REILLY AUTO PARTS CONT							
C-207727	ABS SENSOR RETURN	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	ABS SENSOR RETURN		58.25CR				
I-206796	DOOR HANDLE REPLACEMENT	R	8/23/2024			055345		
100 5600-3022	FLEET SERVICES	DOOR HANDLE REPLACEM		17.94				
I-206817	BELT FOR DUMP TRUCK	R	8/23/2024			055345		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESBELT FOR DUMP TRUCK			58.83				
I-206828	BATTERY	R	8/23/2024			055345		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESBATTERY			122.07				
I-206928	O2 SENSOR - 99 CHEVY	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	O2 SENSOR - 99 CHEVY		60.25				
I-206929	REPLACEMENT SOCKETS - SHOP	R	8/23/2024			055345		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESREPLACEMENT SOCKETS			49.10				
I-207194	CAMERA VAN - COMPUTER/CONTROL	R	8/23/2024			055345		
310 6100-4071	COLLECTION SYSTEM MAINT/EQUIPMCAMERA VAN - COMPUTE			57.14				
I-207667	OIL CHANGE - ROMERO 2019 GMC	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	OIL CHANGE - ROMERO		51.60				
I-207677	ABS SENSOR - 99 CHEVY	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	ABS SENSOR - 99 CHEV		58.25				
I-207817	AIR COMPRESSOR - 99 CHEVY	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	AIR COMPRESSOR - 99		307.25				
I-208025	RUBBER PLUGS WELL #10	R	8/23/2024			055345		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIESRUBBER PLUGS WELL #1			5.50				
I-208107	GAS CAN SPOUT	R	8/23/2024			055345		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESGAS CAN SPOUT			10.91				
I-208179	FUEL FILTER - DIESEL TANK	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	FUEL FILTER - DIESEL		9.89				
I-208206	BRAKE FLUID LEVEL SENSOR	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	BRAKE FLUID LEVEL SE		7.72				
I-208322	TRANSMISSION SPEED ABS SENSOR	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	TRANSMISSION SPEED A		27.01				
I-208773	OIL FILTER - SERVICE TRUCK	R	8/23/2024			055345		
310 6100-3022	FLEET SERVICES	OIL FILTER - SERVICE		20.19				726.76
P.G.E.	PACIFIC GAS & ELECTRIC							
I-0008316076-2	METZ RD- STREET INFILL	R	8/23/2024			055347		
211 7160-3000	PROFESSIONAL SERVICES/FEES	METZ RD- STREET INFI		2,500.00				
I-08/14/24-0374-5	LIGHTS	R	8/23/2024			055347		
211 7160-3010	UTILITIES	LIGHTS		7.76				
I-08/14/24-1688-3	ORCHARD VILLAS LANDSCAPE	R	8/23/2024			055347		
651 5300-3010	UTILITIES	ORCHARD VILLAS LANDS		110.41				
I-08/14/24-1763-0	MIRAVALLE 2 ST. LIGHTS	R	8/23/2024			055347		
651 5300-4927	STREET LIGHTING	MIRAVALLE 2 ST. LIGH		128.01				
I-08/14/24-2358-6	SIGNALS	R	8/23/2024			055347		
211 7160-3010	UTILITIES	SIGNALS		181.91				
I-08/14/24-4233-9	WATER	R	8/23/2024			055347		
309 6100-3010	UTILITIES	WATER		47,256.63				
I-08/14/24-4869-6	OLP	R	8/23/2024			055347		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
P.G.E.	PACIFIC GAS & ELECTRICCONT							
I-08/14/24-4869-6	OLP	R	8/23/2024			055347		
651 5300-4927	STREET LIGHTING	OLP		1,487.49				
I-08/14/24-6254-4	LIGHTS	R	8/23/2024			055347		
211 7160-3010	UTILITIES	LIGHTS		39.85				
I-08/14/24-7968-8	GALLARDO PARK LIGHTS	R	8/23/2024			055347		
100 5600-3010	UTILITIES	GALLARDO PARK LIGHTS		457.00				
I-08/14/24-8632-5	SIGNALS	R	8/23/2024			055347		
211 7160-3010	UTILITIES	SIGNALS		147.65				
I-08/15/24-1635-6	SIGNALS	R	8/23/2024			055347		
211 7160-3010	UTILITIES	SIGNALS		78.26				
I-08/15/24-3458-1	LIBERTY CT. LANDSCAPE	R	8/23/2024			055347		
651 5300-3010	UTILITIES	LIBERTY CT. LANDSCAP		9.71				
I-08/15/24-362-4	FIRE DEPT	R	8/23/2024			055347		
100 5220-3010	UTILITIES	FIRE DEPT		837.07				53,241.75
PADILL	JORGE PADILLA							
I-08/07/24	ARC FLASH ELECTRICAL SAFETY	R	8/23/2024			055348		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	ARC FLASH ELECTRICAL		158.50				158.50
PASSPO	PASSPORT LABS, INC							
I-1047623	AV- PRINTER	R	8/23/2024			055349		
761 5210-2002	SUBSCRIPTIONS	AV-PRINTER		435.00				435.00
PAVEME	PAVEMENT ENGINEERING, INC.							
I-2407-113	WEST ST PAVEMENT EVALUATION SV	R	8/23/2024			055350		
211 7160-5632	CAPITAL PROJECTS	WEST ST PAVEMENT EVA		26,775.00				26,775.00
PLACEW	PLACEWORKS, INC.							
I-83650	PRO-HOUSING DESIGNATION	R	8/23/2024			055351		
100 5150-3000	PROFESSIONAL SERVICES/FEES	PRO-HOUSING DESIGNAT		495.00				
I-83694	HOUSING ELEMENT	R	8/23/2024			055351		
100 5150-3000	PROFESSIONAL SERVICES/FEES	HOUSING ELEMENT		711.25				
I-83695	GENERAL PLAN UPDATE	R	8/23/2024			055351		
100 5150-3000	PROFESSIONAL SERVICES/FEES	GENERAL PLAN UPDATE		11,468.48				12,674.73
PRINCI	PRINCIPAL LIFE INSURANCE COMPA							
I-082124	DENTAL & VISION PREMIUMS	R	8/23/2024			055352		
402 5190-3201	MEDICAL PREMIUM	DENTAL & VISION PREM		16,232.17				16,232.17
PURPOW	PITNEY BOWES BANK INC PURCHASE							
I-08/11/24-1496	POSTAGE	R	8/23/2024			055353		
100 8000-2003	POSTAGE, SHIPPING & FREIGHT	POSTAGE		398.94				398.94

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

57

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
RAINFO	RAIN FOR RENT							
I-2042973	WELL #10 FLUSH WASTE PIPING	R	8/23/2024			055354		
309 6100-4062	WELL MAINTENANCE PROGRAM	WELL #10 FLUSH WASTE		3,363.40				3,363.40
RGS	REGIONAL GOVERNMENT SERVICES A							
I-17276	WATER RESOURCE MANAGEMENT	R	8/23/2024			055355		
309 6100-3000	PROFESSIONAL SERVICES/FEES	WATER RESOURCE MANAG		400.00				
310 6100-3000	PROFESSIONAL SERVICES/FEES	WATER RESOURCE MANAG		400.00				800.00
ROMERA	ANTONIO ROMERO							
I-08/07/24	ARC FLASH ELECTRICAL SAFETY	R	8/23/2024			055356		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	ARC FLASH ELECTRICAL		158.50				158.50
SAFETY	SAFETY-KLEEN SYSTEMS, INC.							
I-94945553	ANTIFREEZE RECYCLE PICK UP	R	8/23/2024			055357		
310 6100-3005	MAINTENANCE AGREEMENTS	ANTIFREEZE RECYCLE P		180.00				180.00
SALRIV	SALINAS RIVER CHANNEL STREAM M							
I-270	RIVER MAINTENANCE	R	8/23/2024			055358		
310 6100-3005	MAINTENANCE AGREEMENTS	RIVER MAINTENANCE		739.50				739.50
SALSOL	SALINAS VALLEY SOLID WASTE AUT							
C-23171	SOLID WASTE FEES	R	8/23/2024			055359		
311 6100-3006	LEASE CONTRACTS	Solid Waste Fees Cre		1,071.43CR				
I-2036	WASTE FEES JULY	R	8/23/2024			055359		
311 6100-3006	LEASE CONTRACTS	Solid Waste Fees Jul		20,200.00				
I-4776	SOLID WASTE FEES	R	8/23/2024			055359		
311 6100-3006	LEASE CONTRACTS	Solid Waste Fees Jul		54,117.03				
I-4779	SOLID WASTE FEES	R	8/23/2024			055359		
311 6100-3006	LEASE CONTRACTS	Solid Waste Fees		958.95				74,204.55
SIGIRR	SIGNATURE IRRIGATION							
I-54261	WELL 10 AIR VENT	R	8/23/2024			055360		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 10 AIR VENT		144.48				
I-54262	WELL 10 REPAIRS	R	8/23/2024			055360		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	WELL 10 REPAIRS		24.69				
I-54263	3" FOR POND TRASH PUMP	R	8/23/2024			055360		
309 6100-2020	TOOLS & MINOR EQUIPMENT	3" FOR POND TRASH PU		130.93				
I-54303	WELL 6 - VENT AIR	R	8/23/2024			055360		
309 6100-2020	TOOLS & MINOR EQUIPMENT	WELL 6 - VENT AIR		237.48				
I-54304	2" VALVE SSB#1	R	8/23/2024			055360		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	2" VALVE SSB#1		88.54				
I-54305	COM LOCK FOR TRASH PUMP	R	8/23/2024			055360		
309 6100-2020	TOOLS & MINOR EQUIPMENT	COM LOCK FOR TRASH P		91.77				
I-54306	REPAIR & MINOR TOOLS	R	8/23/2024			055360		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	REPAIR & MINOR TOOLS		118.85				836.74

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

58

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SOLAUT	SOLEDAD AUTO PARTS							
I-186995	CRESCENT WRENCH	R	8/23/2024			055361		
309 6100-2020	TOOLS & MINOR EQUIPMENT	CRESCENT WRENCH		43.70				
I-187030	PSI SWITCH 99 CHEVY	R	8/23/2024			055361		
310 6100-3022	FLEET SERVICES	PSI SWITCH 99 CHEVY		87.21				
I-187032	AIR LINE COUPLERS FOR 1/2 HOSE	R	8/23/2024			055361		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESAIR LINE COUPLERS FO			59.37				
I-187059	DIESEL FUEL METER FOR TANK	R	8/23/2024			055361		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESDIESEL FUEL METER FO			497.09				
I-187060	FUEL HOSE FOR DIESEL TANK	R	8/23/2024			055361		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESFUEL HOSE FOR DIESEL			208.12				895.49
SOLETR	SOLEDAD TRUCK & AUTO							
I-11437	SMOG & DIAGNOSE CHECK ENGINE	R	8/23/2024			055362		
100 5600-3022	FLEET SERVICES	SMOG & DIAGNOSE CHEC		150.00				150.00
SOLTRU	SOLEDAD TRUE VALUE							
C-335340	RETURN KEY	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	RETURN KEY		6.31CR				
I-333895	SCREWS	R	8/23/2024			055363		
100 5210-2030	REPAIRS & MAINTENANCE SUPPLIESSCREWS			1.92				
I-333907	SPRINKLER FITTING	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	SPRINKLER FITTING		43.15				
I-333936	OLP MAINT SUPPLIES	R	8/23/2024			055363		
651 5300-4913	PARK MAINTENANCE	OLP MAINT SUPPLIES		2.27				
I-333943	ANTIFREEZE	R	8/23/2024			055363		
100 5600-3022	FLEET SERVICES	ANTIFREEZE		16.38				
I-333946	ZIP TIES	R	8/23/2024			055363		
100 5150-2030	REPAIRS & MAINTENANCE SUPPLIESZIP TIES			21.83				
I-334263	HEDGE SHEARS	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	HEDGE SHEARS		30.58				
I-334329	CONNECTOR	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESCONNECTOR			6.00				
I-334361	SCREWS	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSCREWS			3.61				
I-334435	CLAMPS	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESCLAMPS			14.18				
I-334506	PVC CAPS	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESPVC CAPS			3.91				
I-334760	SPRAY PAINT	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSPRAY PAINT			13.09				
I-334784	SPRINKLER FITTING	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSPRINKLER FITTING			5.54				
I-334898	SCREWS	R	8/23/2024			055363		
100 8000-2030	REPAIRS & MAINTENANCE SUPPLIESSCREWS			7.52				
I-334902	HARDWARE SUPPLIES	R	8/23/2024			055363		
100 8000-2030	REPAIRS & MAINTENANCE SUPPLIESHARDWARE SUPPLIES			3.28				
I-335011	SPRAY PAINT	R	8/23/2024			055363		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SOLTRU	SOLEDAD TRUE VALUE CONT							
I-335011	SPRAY PAINT	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSPRAY PAINT			8.73				
I-335236	EDGER BLADE	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	EDGER BLADE		24.01				
I-335338	CHAIN	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESCHAIN			6.31				
I-335339	CHAIN HOOKS	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESCHAIN HOOKS			12.09				
I-335362	THREADLOCKER & GLUE	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESTHREADLOCKER & GLUE			20.40				
I-335363	SCREWS	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSCREWS			2.20				
I-335385	EDGER BLADE/ TRASH CANS	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	EDGER BLADE/ TRASH C		54.60				
I-335453	SPIKES	R	8/23/2024			055363		
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIESSPIKES			17.47				
I-335481	HOSE BUSHING	R	8/23/2024			055363		
100 5600-3022	FLEET SERVICES	HOSE BUSHING		2.50				
I-335800	DISH SOAP & SPONGES	R	8/23/2024			055363		
100 5600-3023	FACILITIES EXPENSE	DISH SOAP & SPONGES		31.09				
I-336762	SHOP AIR HOSE	R	8/23/2024			055363		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIESSHOP AIR HOSE			56.74				
I-336818	PVC FITTINGS	R	8/23/2024			055363		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIESPVC FITTINGS			11.55				
I-336826	A/C FILTERS FOR TRAILER	R	8/23/2024			055363		
310 6100-3023	FACILITIES EXPENSE	A/C FILTERS FOR TRAI		21.83				
I-337238	PVC FOR STORM A	R	8/23/2024			055363		
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIESVARIETY STORE METER			10.91				447.38
SPCAMO	SPCA OF MONTEREY COUNTY							
I-07-24	SPCA FEES	R	8/23/2024			055365		
312 6100-3034	ANIMAL SERVICES	SPCA fees		9,800.00				9,800.00
SPECT	SPECTRUM							
I-08/14/24-9479	BACKUP INTERNET CITY HALL	R	8/23/2024			055366		
100 5180-3005	MAINTENANCE AGREEMENTS	BACKUP INTERNET CITY		290.14				290.14
SUNBEL	SUNBELT RENTALS, INC							
I-157036296-0001	SERRA LANE LIFT RENTAL	R	8/23/2024			055367		
779 7100-5632	CAPITAL PROJECTS	SERRA LANE LIFT RENT		1,106.09				1,106.09
TERMIN	RENTOKIL NORTH AMERICA INC							
I-449256775	WWTP PEST CONTROL	R	8/23/2024			055368		
310 6100-3005	MAINTENANCE AGREEMENTS	WWTP PEST CONTROL		57.00				
I-450249793	OLP PEST CONTROL	R	8/23/2024			055368		
651 5300-3000	PROFESSIONAL SERVICES/FEES	OLP PEST CONTROL		60.00				117.00

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
TMOBIL	T-MOBILE USA, INC							
I-08/12/24	FD CELL PHONES	R	8/23/2024			055369		
100 5150-3011	CELLULAR PHONE	FD CELL PHONES		317.38				317.38
TMOBIL	T-MOBILE USA, INC							
I-08/12/24-4795	CELLPHONE IT	R	8/23/2024			055370		
100 5180-3011	CELLULAR PHONE	CELLPHONE IT		70.08				70.08
TMOBIL	T-MOBILE USA, INC							
I-08/12/24-8446	CELL SERVICE	R	8/23/2024			055371		
100 5120-3011	CELLULAR PHONE	CELL SERVICE		70.69				
100 5110-3011	CELLULAR PHONE	CELL SERVICE		722.61				793.30
TMOBIL	T-MOBILE USA, INC							
I-08/12/24-8557	PHONE SERVICE	R	8/23/2024			055372		
100 5210-3009	TELEPHONE/DATA/PAGER	PHONE SERVICE		1,107.14				1,107.14
TPC TR	AMERICAN TRAINCO LLC							
I-ORD-9714	ARC TRAINING- ROMERO/PADILLA	R	8/23/2024			055373		
310 6100-3012	TRAVEL, MEETINGS & TRAINING	ARC TRAINING- ROMERO		2,840.50				2,840.50
TRICIT	TRI-CITIES DISPOSAL AND RECYCL							
I-0001104661	GARBAGE - CAR SHOW	R	8/23/2024			055374		
100 5210-3000	PROFESSIONAL SERVICES/FEES	Garbage for Car Show		41.18				41.18
USBANP	U.S. BANK CORPORATE PAYMENT SY							
I-08/06/24-1475	UY CREDIT CARD	R	8/23/2024			055375		
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL FOR RECRUIT AG		179.19				
100 5120-2018	FOOD SERVICES	CAKE FOR AGUILAR		63.96				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT BRAV		895.95				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT AGUI		716.76				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT AGUI		895.95				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT AGUI		895.95				
100 5170-3012	TRAVEL, MEETINGS & TRAINING	LUNCH FOR LEADERSHIP		152.93				
100 5170-3012	TRAVEL, MEETINGS & TRAINING	SNACKS FOR MEETING		39.98				
100 5170-3012	TRAVEL, MEETINGS & TRAINING	SNACKS FOR MEETING		70.07				
100 5170-3000	PROFESSIONAL SERVICES/FEES	NEOGOV SUB		1,179.03				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT AGUI		895.95				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT BRAV		895.95				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - VARGAS		1,197.08				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - TRUJILLO		1,197.08				
100 5150-3000	PROFESSIONAL SERVICES/FEES	APA JOB POSTING FOR		395.00				
100 5170-3012	TRAVEL, MEETINGS & TRAINING	STAFF LUNCH		174.78				
100 5180-3000	PROFESSIONAL SERVICES/FEES	JOB POSTING IT		495.00				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT AGUI		895.95				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	HOTEL - RECRUIT BRAV		895.95				
I-08/06/24-3184	FELIX CREDIT CARD	R	8/23/2024			055375		
100 5630-3000	PROFESSIONAL SERVICES/FEES	NY TIMES SUB		18.00				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
USBANP	U.S. BANK CORPORATE PACONT							
I-08/06/24-3184	FELIX CREDIT CARD	R	8/23/2024			055375		
100 5630-3000	PROFESSIONAL SERVICES/FEES	PROJECT MANAGEMENT C		49.00				
100 5630-3000	PROFESSIONAL SERVICES/FEES	CIVICS ACADEMY		22.00				
100 5630-3012	TRAVEL, MEETINGS & TRAINING	CRACKED SCREEN		659.40				
100 5180-3005	MAINTENANCE AGREEMENTS	ICLOUD		95.00				
100 5630-3000	PROFESSIONAL SERVICES/FEES	COFFEE		9.99				
100 5630-3000	PROFESSIONAL SERVICES/FEES	PROJECT MANAGEMENT C		49.00				
100 5630-3000	PROFESSIONAL SERVICES/FEES	DATABASE		260.00				
100 5630-3000	PROFESSIONAL SERVICES/FEES	NEWSLETTER		100.00				
I-08/06/24-4549	CITY CARD-WASSON	R	8/23/2024			055375		
100 5210-3000	PROFESSIONAL SERVICES/FEES	CABLE SERVICE		112.98				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	TRAINING PHILLIP		520.00				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	TRAINING- WASSON		207.71				
100 5210-3012	TRAVEL, MEETINGS & TRAINING	FTO TRAINING		468.00				
I-08/06/24-4991	WILCOX CREDIT CARD	R	8/23/2024			055375		
310 6100-3023	FACILITIES EXPENSE	LIDS FOR TRASH BINS		53.15				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	APWA MEETING		55.00				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	APWA MEETING		55.00				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		354.32				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		354.32				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		354.32				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		354.32				
100 5600-3023	FACILITIES EXPENSE	CHECK VALVE		81.94				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		99.00				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	FLIGHT		198.16				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	LODGING FOR CLASS		615.00				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	LUNCH FOR TAMC MTG		79.08				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	LUNCH FOR TAMC MTG		79.07				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	TEST		235.00				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	TRI-STATE CREDIT		28.00CR				
309 6100-3005	MAINTENANCE AGREEMENTS	GOOGLE SUITE		230.40				
310 6100-3005	MAINTENANCE AGREEMENTS	GOOGLE SUITE		230.40				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	CIVIL ENGINEER RENEW		90.00				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	CIVIL ENGINEER RENEW		90.00				
I-08/06/24-4998	POTTS CREDIT CARD	R	8/23/2024			055375		
100 5610-3023	FACILITIES EXPENSE	LOBBY MONITOR ANNUAL		161.40				
100 5610-4919	PRINTING & ADVERTISING	PROMO SUMMER CAMP		18.63				
I-08/06/24-5003	CITY CARD- LUCKENBACH	R	8/23/2024			055375		
100 5220-3009	TELEPHONE/DATA/PAGER	FD DATA		80.02				
100 5220-3010	UTILITIES	FD TV		161.49				
100 5220-2007	OPERATIONAL SUPPLIES	FD TV MOUNTS		187.72				
I-08/06/24-6944	RAMIREZ CREDIT CARD	R	8/23/2024			055375		
651 5300-4913	PARK MAINTENANCE	CHLORINE NEUTRALIZER		27.55				
100 5600-3012	TRAVEL, MEETINGS & TRAINING	WEBINAR		90.00				
309 6100-3012	TRAVEL, MEETINGS & TRAINING	LUNCH FOR BUSINESS W		14.88				
310 6100-3012	TRAVEL, MEETINGS & TRAINING	HILDA & VERONICA LUN		14.88				
100 5150-3012	TRAVEL, MEETINGS & TRAINING	KAO NOU, ANDREA, BEA		45.78				

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
USBANP	U.S. BANK CORPORATE PACONT							
I-08/06/24-6944	RAMIREZ CREDIT CARD	R	8/23/2024			055375		
100 5170-3012	TRAVEL, MEETINGS & TRAINING	FRAN LUNCH		15.26				
100 5630-3012	TRAVEL, MEETINGS & TRAINING	JESUS LUNCH		17.02				
310 6100-2021	SAFETY EQUIPMENT	BOTTLED WATER		191.90				
100 5600-3012	TRAVEL, MEETINGS & TRAINING	BOTTLED WATER		127.94				
651 5300-4913	PARK MAINTENANCE	SPLASH PAD CHEMICAL		70.83				
100 5600-2020	TOOLS & MINOR EQUIPMENT	PARK TOOLS		58.26				
I-08/06/24-7602	HUNTER CREDIT CARD	R	8/23/2024			055375		
100 5110-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSEMENT		75.00CR				
100 5110-3012	TRAVEL, MEETINGS & TRAINING	REIMBURSEMENT		75.00CR				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		8.40				
100 5120-3012	TRAVEL, MEETINGS & TRAINING	MTG BETWEEN CM & YOU		51.91				
100 5120-3012	TRAVEL, MEETINGS & TRAINING	CM CONFERENCE		870.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		288.00				
100 5110-3012	TRAVEL, MEETINGS & TRAINING	4 COUNCIL MEMBERS		2,213.14				
100 5120-3012	TRAVEL, MEETINGS & TRAINING	1 HOTEL STAY		218.16				
100 5120-2001	MEMBERSHIP DUES	INT INST OF MUNICIPA		200.00				
100 5120-3012	TRAVEL, MEETINGS & TRAINING	REG TO CLERK WORKSHO		175.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		1,012.50				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		360.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		180.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		46.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		139.98				
100 5120-3000	PROFESSIONAL SERVICES/FEES	MOTEL STAY		4,200.75				
100 5120-3000	PROFESSIONAL SERVICES/FEES	HOMELESS SERV		175.00				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		3,033.35				
100 5180-3005	MAINTENANCE AGREEMENTS	IT SERVICES		30.00				
I-08/06/24-8326	YANG CREDIT CARD	R	8/23/2024			055375		
100 5160-3012	TRAVEL, MEETINGS & TRAINING	PERMIT TECH EXAM		305.00				
100 5120-3000	PROFESSIONAL SERVICES/FEES	MOTEL VOUCHER		571.17				
100 5150-3000	PROFESSIONAL SERVICES/FEES	SAN VINCENTE RECORDI		40.50				
100 5150-3000	PROFESSIONAL SERVICES/FEES	SAN VINCENTE RECORDI		12.50				
100 5120-3000	PROFESSIONAL SERVICES/FEES	MOTEL VOUCHER		761.56				34,310.55
UTILTE	UTILITY TELECOM GROUP, LLC							
I-902390000000240716	PHONES FOR ALL	R	8/23/2024			055379		
100 8000-3009	TELEPHONE/DATA/PAGER	Phones		4,364.91				4,364.91
VESTIS	VESTIS GROUP, INC							
I-5110521003	PW UNIFORMS	R	8/23/2024			055380		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		2.47				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		67.81				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		30.93				
311 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		1.18				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		11.76				
100 5590-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		3.47				
I-5110521004	PW UNIFORMS	R	8/23/2024			055380		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
VESTIS	VESTIS GROUP, INC CONT							
I-5110521004	PW UNIFORMS	R	8/23/2024			055380		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		45.84				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		41.91				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		36.67				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		6.55				
I-5110521008	WW UNIFORMS	R	8/23/2024			055380		
310 6100-3005	MAINTENANCE AGREEMENTS	WW UNIFORMS		391.36				
I-5110521009	WATER UNIFORMS	R	8/23/2024			055380		
309 6100-3005	MAINTENANCE AGREEMENTS	WATER UNIFORMS		106.61				
I-5110525498	PW UNIFORMS	R	8/23/2024			055380		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		2.40				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		65.88				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		30.06				
311 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		1.14				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		11.43				
100 5590-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		3.37				
I-5110525499	PW UNIFORMS	R	8/23/2024			055380		
100 5210-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		45.84				
100 5600-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		41.91				
211 7160-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		36.67				
312 6100-3005	MAINTENANCE AGREEMENTS	PW UNIFORMS		6.55				
I-5110525503	WW UNIFORMS	R	8/23/2024			055380		
310 6100-3005	MAINTENANCE AGREEMENTS	WW UNIFORMS		378.40				
I-5110525504	WATER UNIFORMS	R	8/23/2024			055380		
309 6100-3005	MAINTENANCE AGREEMENTS	WATER UNIFORMS		105.99				1,476.20
Z&M EN	Z&M ENTERPRISE, LLC							
I-975	UV STATION TROJAN BALLAST	R	8/23/2024			055382		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	UV STATION TROJAN BA		1,455.79				
I-976	UV STATION ACTI-CLEAN	R	8/23/2024			055382		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	UV STATION ACTI-CLEA		469.21				
I-977	UV STATION - ACTI-CLEAN	R	8/23/2024			055382		
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	UV STATION - ACTI-CL		469.19				2,394.19
ZOLLME	ZOLL MEDICAL CORP							
I-4019198	EMS SUPPLIES - FD	R	8/23/2024			055383		
243 5220-2007	OPERATIONAL SUPPLIES	EMS SUPPLIES - FD		978.57				978.57
1	GARCIA, LEODEGARIO							
I-000202406282207	US REFUND	R	8/26/2024			055384		
309 11115	A/R UTILITIES	02-6700-11		83.78				83.78

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.		NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
1		HOLMAN, SETH							
	I-000202406282208	US REFUND	R	8/26/2024			055385		
	309 11115	A/R UTILITIES	15-2200-02		161.13				161.13
1		ESPINOZA, OSCAR							
	I-000202406282209	US REFUND	R	8/26/2024			055386		
	309 11115	A/R UTILITIES	15-2240-03		161.13				161.13
1		TUCKER, WILBERT							
	I-000202406282210	US REFUND	R	8/26/2024			055387		
	309 11115	A/R UTILITIES	21-2740-01		57.10				57.10
1		POLANCO, RONALD, /PO							
	I-000202407312217	US REFUND	R	8/26/2024			055388		
	309 11115	A/R UTILITIES	06-0550-03		13.28				13.28
1		VEGA, DAISY							
	I-000202407312218	US REFUND	R	8/26/2024			055389		
	309 11115	A/R UTILITIES	08-4600-13		26.23				26.23
1		COOPER, BRITTANY							
	I-000202407312219	US REFUND	R	8/26/2024			055390		
	309 11115	A/R UTILITIES	15-2250-02		88.84				88.84
1		ESPINOZA, OSCAR							
	I-000202408132224	US REFUND	R	8/26/2024			055391		
	309 11115	A/R UTILITIES	15-2240-03		161.13				161.13
1		RAMIREZ, DIANA/MATIA							
	I-000202408202228	US REFUND	R	8/26/2024			055392		
	309 11115	A/R UTILITIES	18-0990-02		1,446.12				1,446.12
P.G.E.		PACIFIC GAS & ELECTRIC							
	I-1185069-4	Little League Park Project	H	1/28/2015			151600		
	770 7100-5632	CAPITAL PROJECTS	Little League Park P		180.86				180.86

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	132			692,517.14	0.00	692,517.14
HAND CHECKS:	1			180.86	0.00	180.86
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00			
		VOID CREDITS	0.00	0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 21203	AFLAC PAYABLE	975.15
100 21207	STATE TAX PAYABLE	8,217.56
100 21209	MEDICAL INSURANCE PAYABLE	3,203.49
100 21210	ICMA PAYABLE	94.67
100 21211	DEFERRED COMP. PAYABLE	5,098.85
100 21214	CHILD SUPPORT/GARNISH PAYABLE	991.91
100 21215	MISC. PAYROLL DEDUCTION	80.47
100 21216	PERS	14,819.27
100 21218	INSURANCE PAYABLE	388.28
100 21297	SEIU LOCAL 521	567.57
100 21299	SOLEDAD POLICE OFFICERS ASSOC	654.46
100 23951	MIRAMONTE (N. AGHA) 7/2016	2,958.75
100 23969	MIRAVALE PARCEL B-ORCHARD LN	1,645.50
100 23970	ENCROACHMENT DEPOSITS	1,092.00
100 5110-2001	MEMBERSHIP DUES	14,831.30
100 5110-3000	PROFESSIONAL SERVICES/FEES	890.00
100 5110-3011	CELLULAR PHONE	722.61
100 5110-3012	TRAVEL, MEETINGS & TRAINING	2,063.14
100 5120-1030	PERS-PENSION	506.78
100 5120-1032	BENEFITS	73.16
100 5120-1034	INSURANCE-MED,DEN,VISION	21.99
100 5120-2000	ORDINANCE & PUBLISHINGS	1,335.97
100 5120-2001	MEMBERSHIP DUES	200.00
100 5120-2018	FOOD SERVICES	63.96
100 5120-3000	PROFESSIONAL SERVICES/FEES	5,708.48
100 5120-3011	CELLULAR PHONE	70.69
100 5120-3012	TRAVEL, MEETINGS & TRAINING	1,315.07
100 5150-1030	PERS-PENSION	1,266.27
100 5150-1032	BENEFITS	240.42
100 5150-1034	INSURANCE-MED,DEN,VISION	42.56
100 5150-2000	ORDINANCE & PUBLISHINGS	285.42
100 5150-2004	OFFICE SUPPLIES	70.68
100 5150-2030	REPAIRS & MAINTENANCE SUPPLIES	21.83
100 5150-3000	PROFESSIONAL SERVICES/FEES	13,122.73
100 5150-3011	CELLULAR PHONE	317.38
100 5150-3012	TRAVEL, MEETINGS & TRAINING	45.78
100 5150-4004	COMPUTER CAPITAL	962.50
100 5160-1030	PERS-PENSION	293.19
100 5160-1032	BENEFITS	41.12
100 5160-1034	INSURANCE-MED,DEN,VISION	16.38
100 5160-2004	OFFICE SUPPLIES	31.96
100 5160-3000	PROFESSIONAL SERVICES/FEES	18,016.50
100 5160-3012	TRAVEL, MEETINGS & TRAINING	305.00
100 5170-1030	PERS-PENSION	320.32
100 5170-1032	BENEFITS	46.00
100 5170-1034	INSURANCE-MED,DEN,VISION	13.02

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

99

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5170-3000	PROFESSIONAL SERVICES/FEES	2,869.03
100 5170-3012	TRAVEL, MEETINGS & TRAINING	453.02
100 5180-1030	PERS-PENSION	191.49
100 5180-1032	BENEFITS	38.33
100 5180-1034	INSURANCE-MED,DEN,VISION	4.44
100 5180-2020	TOOLS & MINOR EQUIPMENT	26.21
100 5180-3000	PROFESSIONAL SERVICES/FEES	495.00
100 5180-3005	MAINTENANCE AGREEMENTS	5,483.37
100 5180-3011	CELLULAR PHONE	70.08
100 5180-4004	COMPUTER CAPITAL	244.12
100 5190-1030	PERS-PENSION	146.65
100 5190-1032	BENEFITS	27.38
100 5190-1034	INSURANCE-MED,DEN,VISION	7.26
100 5190-3000	PROFESSIONAL SERVICES/FEES	5,315.42
100 5210-1030	PERS-PENSION	10,383.29
100 5210-1032	BENEFITS	874.35
100 5210-1034	INSURANCE-MED,DEN,VISION	212.82
100 5210-2014	UNIFORM PURCHASE	353.52
100 5210-2016	FUEL	354.50
100 5210-2020	TOOLS & MINOR EQUIPMENT	155.56
100 5210-2030	REPAIRS & MAINTENANCE SUPPLIES	1.92
100 5210-3000	PROFESSIONAL SERVICES/FEES	1,128.66
100 5210-3005	MAINTENANCE AGREEMENTS	2,140.73
100 5210-3009	TELEPHONE/DATA/PAGER	1,107.14
100 5210-3011	CELLULAR PHONE	19.22
100 5210-3012	TRAVEL, MEETINGS & TRAINING	11,094.36
100 5210-3022	FLEET SERVICES	3,336.31
100 5210-3023	FACILITIES EXPENSE	1,937.50
100 5210-4004	COMPUTER CAPITAL	423.71
100 5220-2007	OPERATIONAL SUPPLIES	306.59
100 5220-2030	REPAIRS & MAINTENANCE SUPPLIES	22.91
100 5220-3009	TELEPHONE/DATA/PAGER	80.02
100 5220-3010	UTILITIES	998.56
100 5590-1030	PERS-PENSION	404.13
100 5590-1032	BENEFITS	50.76
100 5590-1034	INSURANCE-MED,DEN,VISION	11.59
100 5590-3000	PROFESSIONAL SERVICES/FEES	28.05
100 5590-3005	MAINTENANCE AGREEMENTS	10.87
100 5590-3011	CELLULAR PHONE	13.47
100 5590-3012	TRAVEL, MEETINGS & TRAINING	12.64
100 5590-4004	CAPITAL - COMPUTERS	433.03
100 5600-1030	PERS-PENSION	1,264.03
100 5600-1032	BENEFITS	203.56
100 5600-1034	INSURANCE-MED,DEN,VISION	55.14
100 5600-2004	OFFICE SUPPLIES	10.20
100 5600-2020	TOOLS & MINOR EQUIPMENT	58.26

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
100 5600-2021	SAFETY EQUIPMENT	10.48
100 5600-2030	REPAIRS & MAINTENANCE SUPPLIES	580.09
100 5600-2032	CHEMICAL	17.45
100 5600-3005	MAINTENANCE AGREEMENTS	334.02
100 5600-3009	TELEPHONE/DATA/PAGER	479.92
100 5600-3010	UTILITIES	457.00
100 5600-3011	CELLULAR PHONE	186.23
100 5600-3012	TRAVEL, MEETINGS & TRAINING	343.32
100 5600-3013	TRAINING - SAFETY	604.38
100 5600-3022	FLEET SERVICES	566.30
100 5600-3023	FACILITIES EXPENSE	259.06
100 5610-1030	PERS - PENSION	1,033.06
100 5610-1032	BENEFITS	176.64
100 5610-1034	INSURANCE-MED,DEN,VISION	22.14
100 5610-2004	OFFICE SUPPLIES	54.62
100 5610-2008	PROGRAM SUPPLIES	148.69
100 5610-2030	REPAIRS & MAINTENANCE SUPPLY	29.08
100 5610-3000	PROFESSIONAL SERVICES/FEES	446.85
100 5610-3006	LEASE CONTRACTS	143.60
100 5610-3011	CELLULAR PHONE	158.27
100 5610-3023	FACILITIES EXPENSE	376.18
100 5610-4919	PRINTING & ADVERTISING	18.63
100 5620-1030	PERS - PENSION	328.65
100 5620-1032	BENEFITS	60.22
100 5620-1034	INSURANCE-MED,DEN,VISION	20.39
100 5630-1030	PERS- PENSION	304.05
100 5630-1032	BENEFITS	52.94
100 5630-1034	INSURANCE-MED,DEN,VISION	7.80
100 5630-2004	OFFICE SUPPLIES	98.96
100 5630-3000	PROFESSIONAL SERVICES/FEES	507.99
100 5630-3012	TRAVEL, MEETINGS & TRAINING	676.42
100 7010-1030	PERS-PENSION	2,400.80
100 7010-1032	BENEFITS	252.32
100 7010-1034	INSURANCE-MED,DEN,VISION	85.37
100 7010-3000	PROFESSIONAL SERVICES/FEES	210.83
100 8000-2003	POSTAGE, SHIPPING & FREIGHT	624.38
100 8000-2004	OFFICE SUPPLIES	785.62
100 8000-2030	REPAIRS & MAINTENANCE SUPPLIES	10.80
100 8000-3005	MAINTENANCE AGREEMENTS	212.89
100 8000-3006	LEASE CONTRACTS	172.24
100 8000-3009	TELEPHONE/DATA/PAGER	4,364.91
100 8000-3023	FACILITIES EXPENSE	2,312.38
	*** FUND TOTAL ***	176,845.31
210 7160-3000	PROFESSIONAL SERVICES/FEES	480.00
210 7160-5632	CAPITAL PROJECTS	3,905.00
	*** FUND TOTAL ***	4,385.00

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
211 21203	AFLAC PAYABLE	36.66
211 21207	STATE TAX PAYABLE	392.50
211 21209	MEDICAL INSURANCE PAYABLE	277.64
211 21211	DEFERRED COMP. PAYABLE	464.59
211 21214	CHILD SUPPORT/GARNISH PAYABLE	50.47
211 21215	MISC. PAYROLL DEDUCTION	0.78
211 21216	PERS	1,087.16
211 21218	INSURANCE PAYABLE	38.57
211 21297	SEIU LOCAL 521	71.21
211 7160-1030	PERS-PENSION	1,307.80
211 7160-1032	BENEFITS	206.09
211 7160-1034	INSURANCE-MED,DEN,VISION	52.01
211 7160-3000	PROFESSIONAL SERVICES/FEES	7,836.83
211 7160-3005	MAINTENANCE AGREEMENTS	203.30
211 7160-3010	UTILITIES	455.43
211 7160-3011	CELLUAR PHONE	98.61
211 7160-4131	STREET MAINTENANCE	26.20
211 7160-5632	CAPITAL PROJECTS	26,775.00
	*** FUND TOTAL ***	39,380.85
212 7160-5632	CAPITAL PROJECTS	1,422.25
	*** FUND TOTAL ***	1,422.25
230 21203	AFLAC PAYABLE	8.85
230 21207	STATE TAX PAYABLE	44.49
230 21209	MEDICAL INSURANCE PAYABLE	16.03
230 21211	DEFERRED COMP. PAYABLE	13.86
230 21216	PERS	72.89
230 21218	INSURANCE PAYABLE	1.41
230 21299	SOLEDAD POLICE OFFICERS ASSOC	5.54
230 5214-1030	PERS-PENSION	122.63
230 5214-1032	BENEFITS	6.27
230 5214-1034	INSURANCE-MED,DEN,VISION	2.01
	*** FUND TOTAL ***	293.98
243 5220-2007	OPERATIONAL SUPPLIES	978.57
	*** FUND TOTAL ***	978.57
276 5440-5632	CAPITAL PROJECTS	12,500.00
	*** FUND TOTAL ***	12,500.00
278 6100-3000	PROFESSIONAL SERVICES/FEES	116,451.68
	*** FUND TOTAL ***	116,451.68
309 11115	A/R UTILITIES	2,198.74
309 21203	AFLAC PAYABLE	177.52

69

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
309 21207	STATE TAX PAYABLE	1,114.21
309 21209	MEDICAL INSURANCE PAYABLE	661.30
309 21210	ICMA PAYABLE	13.10
309 21211	DEFERRED COMP. PAYABLE	1,501.30
309 21215	MISC. PAYROLL DEDUCTION	17.16
309 21216	PERS	1,984.40
309 21218	INSURANCE PAYABLE	148.23
309 21297	SEIU LOCAL 521	123.04
309 6100-1030	PERS-PENSION	2,494.58
309 6100-1032	BENEFITS	370.94
309 6100-1034	INSURANCE-MED,DEN,VISION	104.40
309 6100-2004	OFFICE SUPPLIES	10.19
309 6100-2020	TOOLS & MINOR EQUIPMENT	5,203.53
309 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	12,833.26
309 6100-2032	CHEMICAL	5,389.01
309 6100-3000	PROFESSIONAL SERVICES/FEES	6,560.67
309 6100-3005	MAINTENANCE AGREEMENTS	539.23
309 6100-3006	LEASE CONTRACTS	62.19
309 6100-3010	UTILITIES	47,256.63
309 6100-3011	CELLULAR PHONE	243.59
309 6100-3012	TRAVEL, MEETINGS & TRAINING	1,583.52
309 6100-3013	TRAINING - SAFETY	1,924.39
309 6100-3023	FACILITIES EXPENSE	392.00
309 6100-4060	METER REPAIR/REPLACEMENT	24,724.05
309 6100-4062	WELL MAINTENANCE PROGRAM	7,436.26
	*** FUND TOTAL ***	125,067.44
310 21203	AFLAC PAYABLE	802.51
310 21207	STATE TAX PAYABLE	2,248.21
310 21209	MEDICAL INSURANCE PAYABLE	1,823.07
310 21210	ICMA PAYABLE	119.93
310 21211	DEFERRED COMP. PAYABLE	2,490.36
310 21215	MISC. PAYROLL DEDUCTION	17.16
310 21216	PERS	4,967.52
310 21218	INSURANCE PAYABLE	147.59
310 21297	SEIU LOCAL 521	669.61
310 6100-1030	PERS-PENSION	5,684.69
310 6100-1032	BENEFITS	922.98
310 6100-1034	INSURANCE-MED,DEN,VISION	298.56
310 6100-2004	OFFICE SUPPLIES	10.19
310 6100-2020	TOOLS & MINOR EQUIPMENT	443.04
310 6100-2021	SAFETY EQUIPMENT	1,241.93
310 6100-2030	REPAIRS & MAINTENANCE SUPPLIES	18,295.61
310 6100-2032	CHEMICAL	11,701.24
310 6100-3000	PROFESSIONAL SERVICES/FEES	5,773.17
310 6100-3003	LAB ANALYSIS & TESTING	53.38

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
310 6100-3005	MAINTENANCE AGREEMENTS	7,074.95
310 6100-3006	LEASE CONTRACTS	93.28
310 6100-3011	CELLULAR PHONE	682.07
310 6100-3012	TRAVEL, MEETINGS & TRAINING	5,362.95
310 6100-3013	TRAINING - SAFETY	759.39
310 6100-3022	FLEET SERVICES	814.33
310 6100-3023	FACILITIES EXPENSE	2,495.26
310 6100-4010	PROGRAM COST - STORM WATER	85.55
310 6100-4071	COLLECTION SYSTEM MAINT/EQUIPM	665.63
	*** FUND TOTAL ***	75,744.16
311 21203	AFLAC PAYABLE	59.45
311 21207	STATE TAX PAYABLE	335.86
311 21209	MEDICAL INSURANCE PAYABLE	130.56
311 21210	ICMA PAYABLE	13.10
311 21211	DEFERRED COMP. PAYABLE	319.34
311 21215	MISC. PAYROLL DEDUCTION	6.23
311 21216	PERS	571.33
311 21218	INSUARNCE PAYABLE	21.71
311 21297	SEIU LOCAL 521	8.50
311 6100-1030	PERS-PENSION	667.36
311 6100-1032	BENEFITS	102.02
311 6100-1034	INSURANCE-MED,DEN,VISION	22.87
311 6100-3000	PROFESSIONAL SERVICES/FEES	5,515.42
311 6100-3005	MAINTENANCE AGREEMENTS	3.69
311 6100-3006	LEASE CONTRACTS	74,204.55
311 6100-3011	CELLULAR PHONE	4.09
	*** FUND TOTAL ***	81,986.08
312 21203	AFLAC PAYABLE	12.57
312 21207	STATE TAX PAYABLE	150.79
312 21209	MEDICAL INSURANCE PAYABLE	118.30
312 21210	ICMA PAYABLE	2.62
312 21211	DEFERRED COMP. PAYABLE	205.28
312 21214	CHILD SUPPORT/GARNISH PAYABLE	18.69
312 21215	MISC. PAYROLL DEDUCTION	0.20
312 21216	PERS	363.99
312 21218	INSURANCE PAYABLE	13.74
312 21297	SEIU LOCAL 521	17.86
312 6100-1030	PERS-PENSION	466.56
312 6100-1032	BENEFITS	68.68
312 6100-1034	INSURANCE-MED,DEN,VISION	19.97
312 6100-3005	MAINTENANCE AGREEMENTS	55.85
312 6100-3011	CELLULAR PHONE	34.16
312 6100-3034	ANIMAL SERVICES	10,293.75
	*** FUND TOTAL ***	11,843.01

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

** G/L ACCOUNT TOTALS **

G/L ACCOUNT	NAME	AMOUNT
402 5190-3000	PROFESSIONAL SERVICES/FEES	8,736.70
402 5190-3201	MEDICAL PREMIUM	16,232.17
	*** FUND TOTAL ***	24,968.87
531 21207	STATE TAX PAYABLE	106.67
531 21209	MEDICAL INSURANCE PAYABLE	4.84
531 21211	DEFERRED COMP. PAYABLE	14.09
531 21216	PERS	52.25
531 21218	INSURANCE PAYABLE	0.34
531 21297	SEIU LOCAL 521	9.80
531 5402-1030	PERS-PENSION	53.06
531 5402-1032	LIFE, AD&D, LTD	14.27
531 5402-1034	INSURANCE-MED,DEN,VISION	1.09
	*** FUND TOTAL ***	256.41
647 5300-4926	STREET LANDSCAPING	1,500.00
647 5300-4928	STREET SWEEPING	1,583.24
	*** FUND TOTAL ***	3,083.24
649 5300-4928	STREET SWEEPING	1,583.24
649 5300-5632	CAPTIAL PROJECTS	415.74
	*** FUND TOTAL ***	1,998.98
650 5300-4915	PARK/LANDSCAPE ELECTRICAL CHAR	35.56
	*** FUND TOTAL ***	35.56
651 5300-3000	PROFESSIONAL SERVICES/FEES	60.00
651 5300-3010	UTILITIES	120.12
651 5300-4909	LANDSCAPE MAINT. (EASEMENTS)	5,500.00
651 5300-4913	PARK MAINTENANCE	4,100.65
651 5300-4927	STREET LIGHTING	1,615.50
651 5300-4928	STREET SWEEPING	1,583.24
	*** FUND TOTAL ***	12,979.51
652 5300-5632	CAPITAL PROJECTS	350.08
	*** FUND TOTAL ***	350.08
761 5210-2002	SUBSCRIPTIONS	435.00
	*** FUND TOTAL ***	435.00
770 7100-5632	CAPITAL PROJECTS	708.79
	*** FUND TOTAL ***	708.79
779 7100-5632	CAPITAL PROJECTS	983.23
	*** FUND TOTAL ***	983.23

72

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APRAB TOTALS:	133	692,698.00	0.00	692,698.00
BANK: APRAB TOTALS:	133	692,698.00	0.00	692,698.00
REPORT TOTALS:	133	692,698.00	0.00	692,698.00

73

SELECTION CRITERIA

VENDOR SET: 01-City of Soledad
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 055243 THRU 999999
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: YES
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: NO
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

City of Soledad
Credit Card Purchase Log

Credit Card Holder Name : **Megan Hunter / City Manager's Dept.**

Statement Closing Date: **8/6/2024** received 08/16/2024

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount
7/8/2024	League of Cal Cities	Reimbursement from overcharge to Conference	100-5110-3012	-$75.00
7/8/2024	League of Cal Cities	Reimbursement from overcharge to Conference	100-5110-3012	-$75.00
7/8/2024	DropBox	IT Services	100-5180-3005	$8.40
7/8/2024	Windmill Restaurant	Mtg. between CM and Youth Intern	100-5120-3012	$51.91
7/8/2024	ICMA	CM Conference Registration	100-5120-3012	$870.00
7/21/2024	DropBox	IT Services	100-5180-3005	$288.00
7/24/2024	Booking.com	4 CouncilmembersHotel Rooms for League Conference	100-5110-3012	$2,213.14
7/26/2024	Booking.com	1 Hotel stay for Clerk Workshop / Hotel	100-5120-3012	$218.16
7/25/2024	IIMC	International Instsitute of Municipal Clerks Dues/Membership - Darlene Noriega	100-5120-2001	$200.00
7/25/2024	League of Cal Cities	Registration to Clerk Workshop - Darlene Noriega	100-5120-3012	$175.00
7/27/2024	Microsoft	IT Services	100-5180-3005	$1,012.50
7/27/2024	Microsoft	IT Services	100-5180-3005	$360.00
7/26/2024	Microsoft	IT Services	100-5180-3005	$180.00
7/26/2024	Microsoft	IT Services	100-5180-3005	$46.00
7/27/2024	DreamHost	IT Services	100-5180-3005	$139.98
7/25/2024	Motel 6	Motel stay for Sallly Serna - Homeless Servicces	100-5120-3000	$4,199.75
7/26/2024	The Cove Hotel	Hotel		$1.00
8/1/2024	Soledad Mini Storage	Homeless Services	100-5120-3000	$175.00
8/2/2024	Zoom	IT Services	100-5180-3005	$3,033.35
8/5/2024	Microsoft	IT Services	100-5180-3005	$30.00
				$13,052.19

City of Soledad
Credit Card Purchase Log

Credit Card Holder Name : Francine Uy

Statement Date: August 8, 2024

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount
7/10/2024	Residence Inn	Hotel Accommodations - Recruit Aguilar	100-5210-3012	$179.19
7/12/2024	Foods Co.	Cake for H Aguilar	100-5120-2018	$63.96
7/7/2024	Residence Inn	Hotel Accommodations - Recruit Bravo	100-5210-3012	$895.95
7/9/2024	Residence Inn	Hotel Accommodations - Recruit Aguilar	100-5210-3012	$716.76
7/14/2024	Residence Inn	Hotel Accommodations - Recruit Aguilar	100-5210-3012	$895.95
7/14/2024	Residence Inn	Hotel Accommodations - Recruit Bravo	100-5210-3012	$895.95
7/24/2024	Subway - Leadership Workshop	Lunch for Leadership Team	100-5170-3012	$152.93
7/25/2024	Foods Co. - Leadership Workshop	Non-perishable food items for meetings	100-5170-3012	$39.98
7/25/2024	Foods Co.	Non-perishable food items for meetings	100-5170-3012	$70.07
7/29/2024	NeoGov for unlimited postings on governmentjobs.com	1 year subscription	100-5170-3000	$1,179.03
7/29/2024	Courtyard by Marriot	Hotel Accommodations - Recruit Aguilar	100-5210-3012	$895.95
7/29/2024	Courtyard by Marriot	Hotel Accommodations - Recruit Bravo	100-5210-3012	$895.95
7/29/2024	Hampton Inn	Hotel Accommodations - M Vargas	100-5210-3012	$1,197.08
7/29/2024	Hampton Inn	Hotel Accommodations - J Trujillo	100-5210-3012	$1,197.08
7/30/2024	American Planners Associate Website	APA job posting for Associate/Senior Planner	100-5150-3000	$395.00
8/1/2024	Subway - Lunch and Learn (Monday.com and Grammerly)	Staff Lunch	100-5170-3012	$174.78
8/2/2024	Dice Career Solutions	Job posting for IT Tech	100-5180-3000	$495.00
8/5/2024	Residence Inn	Hotel Accommodations - Recruit Aguilar	100-5210-3012	$895.95
8/5/2024	Residence Inn	Hotel Accommodations - Recruit Bravo	100-5210-3012	$895.95
Totals				$12,132.51

City of Soledad
Credit Card Purchase Log

Credit Card Holder Name : Don Wilcox
Statement Closing Date: August 6, 2024

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount
7/12/2024	The Webstaurant Store	Lids for trash bins	310-6100-3023	$53.15
	Wastewater			
7/12/2024	WWW.APWA.NET	Registration for APWA Meeting	309-6100-3012	$55.00
	Don, Alex		310-6100-3012	$55.00
7/12/2024	SO PT HOTEL AND CASINO	LODGING FOR CLASS	309-6100-3012	$354.32
	Evan Bloom			
7/12/2024	SO PT HOTEL AND CASINO	LODGING FOR CLASS	309-6100-3012	$354.32
	Jose Garcia			
7/12/2024	SO PT HOTEL AND CASINO	LODGING FOR CLASS	310-6100-3012	$354.32
	Rafael Mora			
7/12/2024	SO PT HOTEL AND CASINO	LODGING FOR CLASS	310-6100-3012	$354.32
	David Romero			
7/17/2024	E-Bay	Check Valve	100-5600-3023	$81.94
	Vosti Park Restrooms			
7/19/2024	Tri-State Seminar	LODGING FOR CLASS	310-6100-3012	$99.00
	Jorge Padilla			
7/22/2024	Allegiant Air	Flight	310-6100-3012	$198.16
	Jorge Padilla			
7/22/2024	Grandview Las Vegas	LODGING FOR CLASS	310-6100-3012	$615.00
	Jorge Padilla			
7/25/2024	LAS PALMAS RESTAURANT	LUNCH FOR TAMC MTG. W. St. Rd. Proj.	309-6100-3012	$79.08
	Don, Alex, Leon Dough Amelia		310-6100-3012	$79.07
7/27/2024	CA NV SECTION	TEST	309-6100-3012	$235.00
	M. SAAVEDRA			
8/1/2024	Tri-State Seminar	Credit	310-6100-3012	-$28.00
	Rafael Hernandez			
8/1/2024	GOGGLE SUITE	GOGGLE SUITE	309-6100-3005	$230.40
	PW		310-6100-3005	$230.40
8/2/2024	ENGINEERS BD	Renewal - Civil Engineer	309-6100-3012	$90.00
	Don Wilcox		310-6100-3012	$90.00
Totals				$3,580.48

City of Soledad
Credit Card Purchase Log

Credit Card Holder Name : Jessica Potts

Statement Closing Date: August 6, 2024 ✓

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount	✓	Sales Tax Y/N
7/14/2024	MangoSigns	Lobby Monitor Annual Program Fee	100-5610-3023	$161.40		
			Facility			
7/21/2024	Facebook	Promo-Summer Camp	100-5610-4919	$18.63		
			Promotion			
Totals				$180.03		

Jessica Potts

Community Engagement

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount
7/10/2024	NY Times	Subscription	100-5630-3000	$ 18.00
7/15/2024	Coursera	Project Management Class	100-5630-3000	$ 49.00
7/15/2024	Starbucks	Civics Academy	100-5630-3000	$ 22.00
7/22/2024	Asana	Cracked Screen	100-5630-3012	$ 659.40
7/22/2024	Kaseya	Icloud Storage	100-5180-3005	$ 95.00
7/23/2024	Apple.com	Coffee for Civics	100-5630-3000	$ 9.99
7/29/2024	Coursera	Project Management Class	100-5630-3000	$ 49.00
8/1/2024	Nationbuilder	Database	100-5630-3000	$ 260.00
8/5/2024	Mailchimp	Newsletter	100-5630-3000	$ 100.00
		Total		$ 1,262.39

Will be getting money back for Asana

City of Soledad
Credit Card Purchase Log

Credit Card Holder Name : Hilda Ramirez

Statement Closing Date: August 6, 2024

Date of Purchase	Business / Purpose	Item Purchased	Account No.	Amount
7/17/2024	LESLIE'S POOLMART	CHLORINE NEUTRALIZER	651-5300-4913	$27.55
	OLP			
7/16/2024	PESTICIDE APPLICATORS	WEBINAR	100-5600-3012	$90.00
	JOEL ALVAREZ			
7/30/2024	DELLA-ROSE DEI	LUNCH FOR BUSINESS WRITING CLASS	309-6100-3012	$14.88
	Hilda & Veronica		310-6100-3012	$14.88
	Kao Nou, Andrea & Beatriz		100-5150-3012	$45.78
	Fran		100-5170-3012	$15.26
	Jesus		100-5630-3012	$17.02
8/1/2024	*FOODSCO*	BOTTLED WATER	310-6100-2021	$191.90
	WASTEWATER DEPT. WATER DEPT.		100-5600-3012	$127.94
8/4/2024	LESLIE'S POOLMART	SPLASH PAD CHEMICAL	651-5300-4913	$70.83
	OLP			
8/6/2024	*HARBOR FREIGHT TOOLS*	PARK TOOLS	100-5600-2020	$58.26
	PARKS DEPT.			
Totals				$674.30

City of Soledad

Credit Card Purchase Log

Credit Card Holder Name : Kao Nou Yang

Statement Closing Date:

Date of	Business / Purpose	Item Purchased	Account No.	Amount
7/12/2024	*International Business Council*	*permit tech exam*	*100-5160-3012*	*$ 305.00*
7/30/2024	*Motel 6*	*motel voucher for riverbed encampment*	*100-5120-3000*	*$ 571.17*
7/31/2024	*Monterey County Clerk*	*San Vicente Recording fees*	*100-5150-3000*	*$ 40.50*
7/31/2024	*Monterey County Clerk*	*San Vicente Recording fees*	*100-5150-3000*	*$ 12.50*
8/1/2024	*Motel 6*	*motel voucher for riverbed encampment*	*100-5120-3000*	*$ 761.56*
Totals				$ 1,690.73

AGENDA ITEM NO. 3.

COUNCIL COMMUNICATION

SUBJECT: **Parks and Recreation Department Activity Report**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jessica Potts, Parks and Recreation Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recreation Staff Report
July 2024

Memberships & Drop-In Usage			
	Fitness	Gym	Total Usage
Adult – Drop-in	51	177	228
Youth & Teen – Drop-in	208	385	593
Senior – Drop-in	0	0	0
Adult – Membership	971		971
Teen – Membership	699		699
Youth – Membership	8		8
Youth Mini – Membership			0
Senior – Membership	53		53
Employee – Membership	48		48
Family – Membership	41		41
*Discontinued Gym Membership due to program time decreasing available open gym time.	2079	562	2641
Total July 2024 Usage		**2641**	

Program Report

Programs/Outreach (Registered Participants)	
Pre-K Programming (Art & Science, Jr. Sports): Ages 2-5 (weekly-reg)	32
Youth Programming (Art & Science & Drama): Ages 6-17 (weekly-reg)	30
Camp: Ages 5-12 (daily/weekly-seasonal. Camp-30 max-ttl)	106
Youth Sports: (5-13, Co-Ed, wkly practice & games- reg) (Basketball)	136
Special Needs:	0
Fitness Classes	0
Adult Activities: Volleyball League (Weekly Games)	58
Senior Activities: Social (monthly program- ttl), Cooking Class, Outdoor Art, Bingo, Fitness	52
Special Event/Activity: Park Pop-up (Lg events Attend unknown)	12
City Sponsored/Waiver: (Celebration Nation-monthly)	
School District Use: K	0
City Use/SPR Partner: (4th of July, Hot Summer Days,)	
**ttl= #check-ins (daily served) reg= # registered	
Estimated Program/Outreach Served Total	**426**

Membership Report

Community Center Active Membership		
	Fitness	Gym
Adult – Membership	114	
Adult – Couple	6	
Teen – Membership	79	
Youth – Membership	3	
Youth Mini – Membership		
Senior – Membership	19	
Family – Membership*	18	
Employee	16	
Totals	255	0
July 31, 2024 Active Memberships Total	**255**	

* (# of individuals based on a family size of 4)

PROGRAMS OF NOTE

- Senior Programs: Monthly Free SoCoSocial Luncheon, Free senior cooking class and low impact fitness class in partnership with Monterey County Health Department, Art to You - we take an art project to the senior living facility and provide it to them at no charge
- SPR Break Camp Spy Week. Partnership with the Soledad PD to provide a day of fun learning about crime investigations, playing games, and getting to know our Police Department.
- SPR recreation Pop-up in the Park at San Antonio Park. Free monthly recreation in your neighborhood event
- Introduce new and continued ongoing monthly program sessions

COLLABORATIONS/OUTREACH/GENERAL

- Community Center and Kitchen Modernization project construction began. Weekly OAC meetings
- Continued meeting with San Andreas Regional Center regarding Fall Superhero Festival
- Work with Townsend to prepare grant for Community Access Grant for a youth travel program
- Presented to YPAR regarding recreation and safety in open spaces
- Meet with First Tee of Monterey regarding program partnership opportunties.
- Attending the City Leadership Series workshop
- Met with Little League to finalize season facility use and plans for ongoing maintenance.
- General operations, facilities upkeep, staff management

FACILITIES

	Hours Used		
	Council Waiver	City/SPR Use	Rented
Sports Fields - Little League, Softball, Soccer Orgs, SMRD	132	0	243.5
SCC Facility-YPAR Meeting, Celebration Nation	3	2	6
	Booked	Completed	Pending
General Public Event Rentals	0	1	1

Summer Camp PD Collaboration

Hot Summer Days SPR Activity Area

Kitchen Remodel Starts

Non-working ADA Lift Removed

AGENDA ITEM NO. 4.

COUNCIL COMMUNICATION

SUBJECT: **Police Department Activity Report**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Damon Wasson, Chief of Police**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

SOLEDAD POLICE DEPARTMENT

Monthly Crime Date and Calls for Service 2024

Activity	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	Yearly Totals
Murder/Attempted Murder	0	0	0	0	0	0	0	0					
Sexual Assault	0	1	0	1	0	0	0	1					
Armed Robbery	0	0	0	0	0	0	1	0					
Strong Arm Robbery	0	1	0	0	0	1	0	0					
Aggravated Assault	3	1	4	2	6	0	3	3					
Domestic Violence	5	2	2	4	2	9	8	7					
Arson	0	0	0	0	0	0	0	0					
Burglary	0	0	0	2	0	2	0	1					
Larceny	0	0	0	0	0	0	0	0					
Auto Theft	2	2	2	2	1	4	4	3					
Traffic Citations/Warnings Issued	115	113	110	61	82	161	79	91					
Total Arrests	27	19	25	19	24	46	33	28					
Dogs Impounded	0	4	0	8	6	7	2	22					
Cats & Other Impounds	5	1	0	2	7	3	4	9					
ACO Contacts								70					
Animals transported to SPCA	4	4	0	4	3	3	2	11					
Code Enforcement Contacts	172	178	143	134	210	118	164	32					
Parking Enforcement Citations/Warnings								58					
Vehicle Abatement Contacts								48					
Commercial Enforcement Contacts								8					
Community Policing	185		124	184	144	191	1703	458					
Victim Advocate Contacts	21	13	47	83	88	70	70	86					
Total Calls for Service	1,479	1,299	1,075	1,057	1372	1557	1375	1360					
TOTAL MONTHLY ACTIVITY	2,018	1,638	1,532	1,563	1,945	2,172	3,448	2,296					

SOLEDAD POLICE DEPARTMENT
STAFFING LEVELS
Authorized Sworn (20) Non-Sworn (6)

Month	Administration	Sergeants	Patrol	FTO/Cadet	Non-Sworn	Sworn Vacancies	Total Authorized Staff
August	2	5	6	3	7	4	27
September							
October							
November							
December							
January							
February							
March							
April							
May							
June							

07/27/2024 to
08/26/2024

2024

Soledad Police Department

COMMUNITY POLICING REPORT

Citizen Contacts: Officers have made approximately 210 outreach contacts during this reporting period.
Business Checks: Officers conducted 103 business outreach contacts.
Apartment/Residential contacts: Officers made 68 contacts with residents on well-being checks.
Schools: Officers conducted 21 walk-throughs and drive-bys 52 times as part of school zone enforcement throughout Traffic Enforcement Unit. Special attention continues around the school with the Traffic Unit.
City Parks: Continuous patrol and 19 walk-throughs, with park visitor contacts made. Officers had a high presence at Vosti Park with Sunday soccer games.
Youth Outreach: Numerous children were contacted by officers - advocate - CSO's who provided stickers and goodie bags.
Farmer's Market: Attended on 08/01, 08/08, 08/15 and 08/22 conducting outreach.
Special Events: The department is preparing for our joint BBQ with the Soledad Lions Club on August 31st.
Facebook: 1519 Likes, 134 Comments, 113 Shares, 12,435 times photos viewed, 71,503 People Reached. We currently have 10,871 Followers, and this number increases monthly and is attributed to the hard work of the department's various units, as well as our outreach in person and on social media.
Churches: On-going visits of all churches throughout the city.
Volunteer/Reserve/Explorer Units/Misc: Reserve Officers donated 116 hours, Volunteer Unit donated 9 hours in this reporting period.

Prepared by: Sergeant Juan Santiago

Victim Assistance Advocate activity report- C. Zamudio

July 29th, 2024-August 26th, 2024

Referral Services: 06

On-scene crisis response: 03

Community Outreach: 11

Meetings: 03

Follow ups: 10

Social Media/ Website: 09

Victim Advocate Training: 02

Schools visited: 08

Other Details: 34

TOTAL: 86

Soledad Police Department

Department Activity Report

CSO: Escarsega	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Abandoned Vehicles												
72-Hour Tag: Public	0	0	0	0	0	0	0	18				
72-Hour Tag: Private	0	0	0	0	0	0	0	3				
Vehicles Towed	0	0	0	0	0	0	0	3				
Total AV Contacts	0	0	0	0	0	0	0	24				
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	0				
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	0	4				
Cats In Custody	0	0	0	0	0	0	0	4				
Dogs In Custody	0	0	0	0	0	0	0	9				
Other Animals In Custody	0	0	0	0	0	0	0	0				
Animal Bites	0	0	0	0	0	0	0	3				
SPCA Transport	0	0	0	0	0	0	0	5				
Deceased Animals	0	0	0	0	0	0	0	2				
Citations	0	0	0	0	0	0	0	1				
Warning Citations	0	0	0	0	0	0	0	0				
Breeding License Applications	0	0	0	0	0	0	0	0				
Contacts regarding Breeding	0	0	0	0	0	0	0	0				
Total Animal Control Contacts	0	0	0	0	0	0	0	28				
Municipal Code Violations												
Complaints	0	0	0	0	0	0	0	3				
Warnings	0	0	0	0	0	0	0	6				
Citations	0	0	0	0	0	0	0	13				
Total Municipal Code Contacts	0	0	0	0	0	0	0	22				
Code Enforcement												
Complaints	0	0	0	0	0	0	0	11				
Warnings	0	0	0	0	0	0	0	2				
Citations	0	0	0	0	0	0	0	11				
Reports Taken	0	0	0	0	0	0	0	3				
Total Code Enforcement Contacts	0	0	0	0	0	0	0	27				
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	0	1				
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	0	90				

Soledad Police Department

Department Activity Report

CSO: Celaya	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Abandoned Vehicles												
72-Hour Tag: Public	0	0	0	0	0	0	0	6				
72-Hour Tag: Private	0	0	0	0	0	0	0	2				
Vehicles Towed	0	0	0	0	0	0	0	2				
Total AV Contacts	0	0	0	0	0	0	0	10				
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	8				
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	0	0				
Cats In Custody	0	0	0	0	0	0	0	0				
Dogs In Custody	0	0	0	0	0	0	0	4				
Other Animals In Custody	0	0	0	0	0	0	0	0				
Animal Bites	0	0	0	0	0	0	0	0				
SPCA Transport	0	0	0	0	0	0	0	1				
Deceased Animals	0	0	0	0	0	0	0	0				
Citations	0	0	0	0	0	0	0	0				
Warning Citations	0	0	0	0	0	0	0	0				
Breeding License Applications	0	0	0	0	0	0	0	0				
Contacts regarding Breeding	0	0	0	0	0	0	0	0				
Total Animal Control Contacts	0	0	0	0	0	0	0	13				
Municipal Code Violations												
Complaints	0	0	0	0	0	0	0	0				
Warnings	0	0	0	0	0	0	0	0				
Citations	0	0	0	0	0	0	0	0				
Total Municipal Code Contacts	0	0	0	0	0	0	0	0				
Code Enforcement												
Complaints	0	0	0	0	0	0	0	11				
Warnings	0	0	0	0	0	0	0	2				
Citations	0	0	0	0	0	0	0	11				
Reports Taken	0	0	0	0	0	0	0	3				
Total Code Enforcement Contacts	0	0	0	0	0	0	0	27				
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	0	0				
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	0	21				

Soledad Police Department

Department Activity Report

CSO: Ruiz	Jan.	Feb.	March	April	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.
Abandoned Vehicles												
72-Hour Tag: Public	0	0	0	0	0	0	18	10				
72-Hour Tag: Private	0	0	0	0	0	0	3	0				
Vehicles Towed	0	0	0	0	0	0	3	4				
Total AV Contacts	0	0	0	0	0	0	24	14				
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	0				
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	4	0				
Cats In Custody	0	0	0	0	0	0	4	5				
Dogs In Custody	0	0	0	0	0	0	9	9				
Other Animals In Custody	0	0	0	0	0	0	0	0				
Animal Bites	0	0	0	0	0	0	3	2				
SPCA Transport	0	0	0	0	0	0	5	5				
Deceased Animals	0	0	0	0	0	0	2	2				
Citations	0	0	0	0	0	0	1	2				
Warning Citations	0	0	0	0	0	0	0	3				
Breeding License Applications	0	0	0	0	0	0	0	0				
Contacts regarding Breeding	0	0	0	0	0	0	0	0				
Total Animal Control Contacts	0	0	0	0	0	0	28	28				
Municipal Code Violations												
Complaints	0	0	0	0	0	0	3	2				
Warnings	0	0	0	0	0	0	6	0				
Citations	0	0	0	0	0	0	13	0				
Total Municipal Code Contacts	0	0	0	0	0	0	13	0				
Code Enforcement												
Complaints	0	0	0	0	0	0	0	0				
Warnings	0	0	0	0	0	0	0	0				
Citations	0	0	0	0	0	0	0	0				
Reports Taken	0	0	0	0	0	0	0	0				
Total Code Enforcement Contacts	0	0	0	0	0	0	0	0				
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	1	0				
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	90	50				

AGENDA ITEM NO. 5.

COUNCIL COMMUNICATION

SUBJECT: **Fire Department Activity Report**

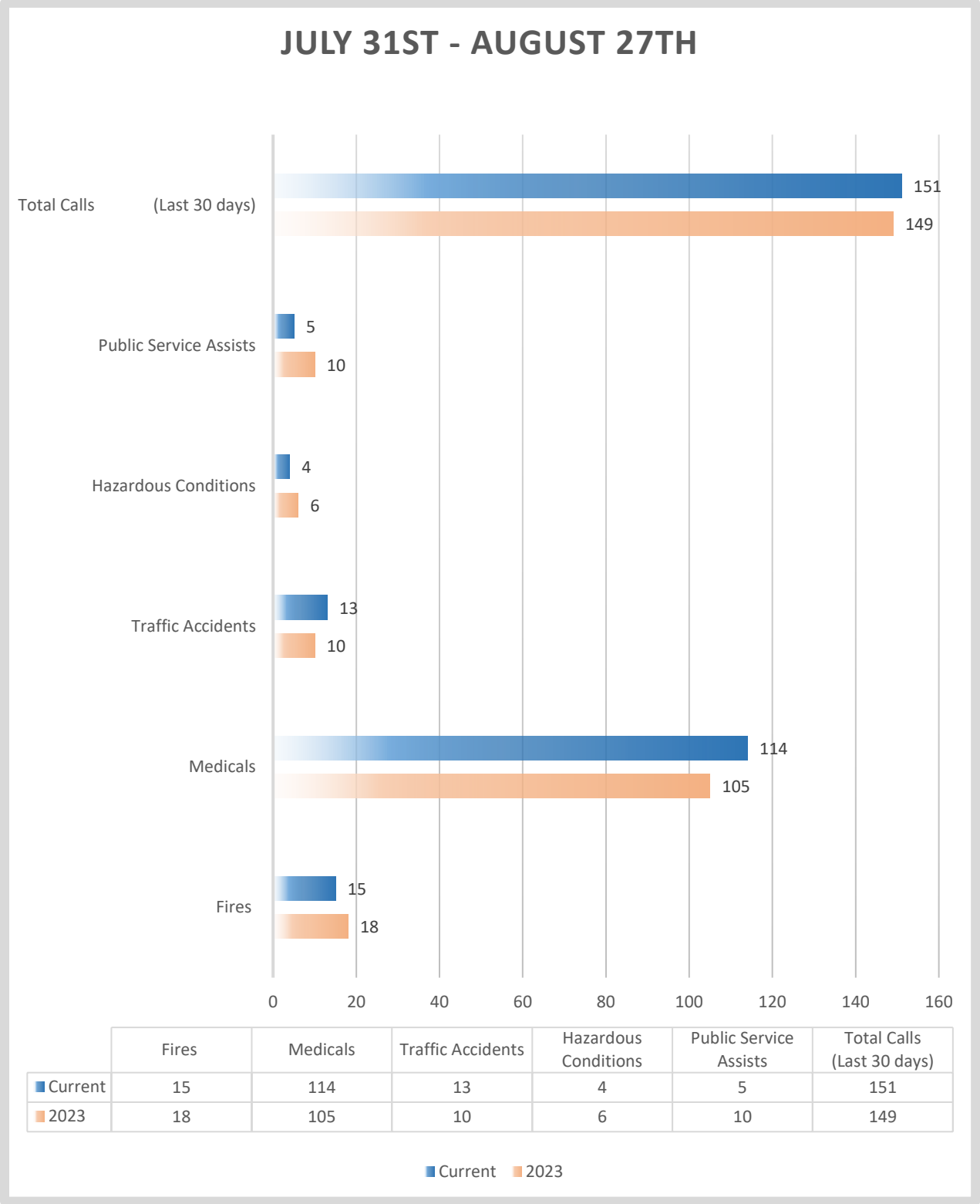
TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jason Luckenbach, Battalion Chief**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Station 37 - Call Volume



	Fires	Medicals	Traffic Accidents	Hazardous Conditions	Public Service Assists	Total Calls (Last 30 days)
Current	15	114	13	4	5	151
2023	18	105	10	6	10	149

City of Soledad Fire Department

525 Monterey Street, Soledad, CA 93960

STAFF REPORT

July 30th, 2024

To: Mayor and City Council

From: Jason Luckenbach, Battalion Chief

Subject: **Activity Report – August 2024**

Significant Incidents:

- July 30th, 2024 -10 acre vegetation fire at the end of Bryant Canyon Road. Fire is under investigation.
- August 21st, 2024 – 1 acre vegetation fire that damaged an outbuilding and a horse trailer at the end of Bryant Canyon Road at the base of the foothills.

BUSINESS INSPECTIONS / PRE-PLANS:

- (16) Business Inspections have been completed
- (5) Re-Inspections completed
- (4) Fire Department Pre-Plans completed

HYDRANT TESTING:

- (12) Hydrants Tested in the month of July.

PUBLIC RELATION EVENTS:

- August 1st – 25 kids came to the Fire Station for a station tour from the Community Recreation Center
- August 6th – E37 crew attended the National Night Out event hosted by the Soledad Police Department.

SUSPECTED OPIOID INCIDENTS:

***No suspected Opioid Incidents ran by the Fire Department in July

AGENDA ITEM NO. 6.

COUNCIL COMMUNICATION

SUBJECT: **Community and Economic Development Department Activity Report**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Kao Nou Yang. Community & Economic Development Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

ECONOMIC DEVELOPMENT DIVISION UPDATES:

CDBG BUSINESS ASSISTANCE LOAN PROGRAM

The Business Assistance Loan Program currently has $452,500 in available funding, with no active applications under review at this time. To increase awareness and participation, staff will be conducting a workshop in September. This session will provide a comprehensive overview of the program and offer guidance on the application process.

In preparation for the upcoming 2024 CDBG Notice of Funding Availability (NOFA), staff held the first public hearing during the Council Meeting on August 21, 2024. The NOFA is expected to be released by the end of August 2024.

BUSINESS ENGAGEMENT

Staff conducted a comprehensive walk-through of the Front Street corridor, accompanied by representatives from public works, building, code enforcement, and economic development. The primary objective was to inform businesses about the upcoming Front Street Improvement Project. This walk-through also provided an opportunity to assess the exterior conditions and ensure compliance with the Downtown Specific Plan for businesses within the corridor. Staff will follow up with each business individually to discuss specific findings and offer guidance on how to address any issues.

ART MURAL PROJECT – CESAR CHAVEZ PARK

In collaboration with the Arts Council for Monterey County, staff has received the first draft of the proposed murals for three structures at Cesar Chavez Park. To ensure community involvement, a survey has been released, inviting all Soledad residents to provide feedback on the murals until August 30th. Once collected, the results will be shared with the Arts Council and the artist. This process aims to ensure that the murals reflect the true spirit and vision of the Soledad community.

SMALL BUSINESS DEVELOPMENT CENTER

The Small Business Development Center (SBDC) Satellite Office continues to offer its services every Monday from 9:00 AM to 4:00 PM, providing valuable support to local businesses.

SOLEDAD CONTAINER VILLAGE PROJECT

To keep the community informed about the progress of the Soledad Container Village Project, staff has created a dedicated webpage. This platform provides residents with up-to-date information on recent developments and actions taken on this proposed project.

HOUSING DIVISION UPDATES:

ENCAMPMENT RESOLUTION FUND (ERF)

The State has announced ERF-3 awards, and the County of Monterey's was awarded. The award allocated to the City of Soledad riverbed encampment is $4.7 million. This grant will support comprehensive strategies into stable and secure housing for encampment residents.

On August 21st, the City Council authorized the City Manager to finalize and execute the subrecipient agreements to receive up to $2.5 million for the development of a low barrier navigation center, create a Homeless Outreach Coordinator position and a new Motel Voucher Program. All these services will be for the unsheltered residents that were identified in January and February of 2024.

2023-2031 HOUSING ELEMENT CERTIFICATION

On August 7th 2024 the City Council adopted the 2023-2031 Housing Element. On August 23rd HCD certified the adoption of the 2023-2031 Housing Element.

TRANSITIONAL AGED YOUTH CAMPUS

The Housing Division has been supporting the Monterey County Housing Authority Development Corporation (MCHAD) with the purchase of a Las Viviendas fourplex to be rented out to low and very low-income parenting youth. The initial plan was to purchase market rate units; however, given that the development is on its las phase and the high demand from local buyers for market rate units the MCHAD will need to purchase affordable units. The City will need to amend Las Viviendas Affordable Housing Plan, and this item will require Council approval.

SUSD HOUSING PROJECT

The Affordable Housing Agreement for the Soledad Unifed School District was reviewed by the Affordable Housing Ad-Hoc Subcommittee on August 12th. The Subcommittee recommended the Affordable Housing Agreement to be presented to the City Council for approval.

PLANNING DIVISION UPDATES:

SOLEDAD GENERAL PLAN

The City continues working with Place Works Inc. to create and update the 2045 General Plan for Soledad. Staff is currently working on the Land Use Alternatives. Place Works and Staff have created two different alternatives: a Downtown Focus and a Regional Hub. During the Hot Summer Days Event on July 6, 2024, staff took advantage of the opportunity to engage with the community to gather feedback on what they liked or disliked, creating the preferred alternative. City staff is also working on another interactive community outreach event for the Alternatives to gather more input and more ideas on what the community's focus and needs are. You can find all the information about the General Plan on the website www.soledadgeneralpan2045.com, or you can get the material at City Hall.

SOLEDAD MARKETPLACE

Tractor Supply is working to resubmit corrections for the second plan check review. DaVita is currently under construction. No further development updates have been provided.

PANDA EXPRESS

The grading and building permits have officially been issued, and building inspections are underway.

HOLIDAY INN

The project applicant has submitted the Site Plan and Architectural Design plan and city staff is reviewing the submission. Staff is anticipating the ARC design will be returned to the Architectural Review Committee in September 2024.

SUHSD HOUSING PROJECT

Staff is continuing to work with SUSD to proceed with the construction process. The applicant has submitted Building Plans to the City for an At-risk Plan Review. Comments were sent back to the applicant. The Applicant knows that all Plan Checks are At-Risk Plan Checks from now until ownership.

Miramonte (Former Miravale III)

Staff continues to work on the Certification of Completion with LAFCO. City Manager Megan Hunter has been the lead in LAFCO meetings to address the ag conservation easement efforts. Staff will continue to fulfill LAFCO requirements. Staff has also been working with the developer on the Development Agreement with the direction of the City Manager. The Development Agreement is anticipated to be presented to City Council by the end of this year or early 2025.

BUILDING DEPARTMENT UPDATE:

Please see the attached building permit log

Permit List

38 Records

Permit #	Issued	Any Parcel Number	Site Address	Type	Project Description	Valuation Totals
240223	08/01/2024	22154038000	1059 PALM AVE	RESIDENTIAL ADDITION OR REMODEL	429 SQF ADDITION to existing ADU for total 741 SQF	$59,905.36
240298	08/01/2024	22381034000	38 CATSKILL CT	SOLAR / PV SYSTEM	Install 5.67 kw PV System with 14 modules + 13.5 kWH Energy Storage System	$21,574.22
240316	08/01/2024	022111015000	201 WEST ST	COMMERCIAL PLUMBING	BACKFLOW INSTALLATION	$5,000.00
240319	08/01/2024	22026018000	515 FRONT ST	COMMERCIAL PLUMBING	BACKFLOW INSTALLATION 515 FRONT STREET	$4,300.00
240320	08/01/2024	022026016000	547 Front Street	COMMERCIAL PLUMBING	BACKFLOW INSTALLATION 547 FRONT STREET	$4,300.00
240235	08/02/2024	22014018000	471 FRONT ST	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE	$1,700.00
240237	08/02/2024	022014006000	499 FRONT STREET	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE	$1,600.00
240237	08/02/2024	22014018000	499 FRONT STREET	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE	$1,600.00
240255	08/02/2024	22025009000	615 FRONT ST	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE	$1,700.00
240302	08/02/2024	257082000000	34520 MORISOLI RD	TENANT IMPROVEMENT	Cell Tower Upgrade	$25,000.00
240257	08/05/2024	22181007000	1786 VOSTI AVE (UNIT A)	SOLAR / PV SYSTEM	ROOF MOUNT SOLAR 14 MODULES, 4.9 KWS/ 1 BATTERY STORAGE SYSTEM	$29,952.00
240323	08/05/2024	022151009000	1130 HEVRIN CIR	SOLAR / PV SYSTEM	SOLAR 16 MODULES, 6.48 KW	$19,312.00
240312	08/06/2024	022491008000	2443 H. DeLaRosa Sr. Street	TENANT IMPROVEMENT	Meat & Seafood Rollout Remodel	$15,000.00
240208	08/07/2024	22381028000	214 BLUERIDGE ST	RESIDENTIAL ADDITION OR REMODEL	NEW FRONT ENTRY DOOR W/EXTENDED ROOF OVER DOOR	$15,000.00
240317	08/07/2024	22141020000	865 METZ RD	RESIDENTIAL DEMO	ASBESTOS ABATEMENT	$68,000.00

Permit #	Issued	Any Parcel Number	Site Address	Type	Project Description	Valuation Totals
240314	08/08/2024	022518057000	543 LEGADO DR	SOLAR / PV SYSTEM	ROOF MOUNT SOLAR 6 MODULES 2.37 KW, 1BATTERY STORAGE SYSTEM	$15,110.00
240325	08/09/2024	22324001000	803 TOLEDO ST	SOLAR / PV SYSTEM	SOLAR 11 MODULES, 4.35KW	$8,255.00
240306	08/12/2024	22515014000	658 VENTURA DR	SOLAR / PV SYSTEM	pv roof mount(3.240kw)(8 panels)2ess	$20,156.00
240327	08/12/2024	22516069000	621 ROBLEDO DR	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/17 MODULES, 5 KW	$13,081.00
240328	08/12/2024	022271047000	636 ANDALUCIA DR	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/14 MODULES, 5.53 KW	$10,507.00
240329	08/12/2024	22481068000	968 LA COLINA ST	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/8 MODULES, 3.24 KW	$13,156.00
240330	08/13/2024	22011003000	267 BENITO ST	RESIDENTIAL WATER HEATER	INSTALL NEW WH 40 GALLON STANDARD NAT GAS	$2,500.00
240331	08/13/2024	22011003000	267 BENITO ST	RESIDENTIAL FURNACE	replace wf with minisplit	$3,500.00
240074	08/14/2024	22341004000	380 Valleyridge Street	ACCESSORY DWELLING UNIT	Detached ADU - Preapprove Plans 495 SQ. FT.	$93,689.23
240333	08/14/2024	022014014000-2	150 Encinal Street	RESIDENTIAL PLUMBING	REMOVE TUBS AND INSTALL NEW TUBS TO 16 UNITS APTS	$76,000.00
240336	08/14/2024	22483066000	953 ENTRADA ST	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/10 MODULES, 4.05 KW	$14,695.00
240338	08/14/2024	022-026-014	137 Soledad St	TENANT IMPROVEMENT	REPLACE SOME SIDING AND PAINT THE EXTERIOR OF BUILDING	
240190	08/15/2024	022323022000	826 ESTRELLA ST	RESIDENTIAL WATER HEATER	Replace 40 gallon water heater	$1,962.00
240318	08/15/2024	22512035000	1196 LA COLINA ST	RESIDENTIAL FIRE SYSTEMS	Fire Sprinklers Installation	$2,800.00
240337	08/15/2024	22483051000	1218 CARMELO ST	RESIDENTIAL WATER HEATER	Water Heater Replacement 40gal	$1,500.00

Permit #	Issued	Any Parcel Number	Site Address	Type	Project Description	Valuation Totals
230331	08/16/2024	022081013000	228 DIXI ST (UNIT A)	ACCESSORY DWELLING UNIT	Legalization of conversion of detached garage to an ADU 442 sq ft.	$44,854.16
240326	08/16/2024	022533089000	1270 SAN ANTONIO ST	SOLAR / PV SYSTEM	ROOF MOUNT SOLAR 8 MODULES 3.200KW, 1BATTERY STORAGE SYSTEM	$5,984.00
240340	08/16/2024	022172015000	1825 Palm Avenue	RESIDENTIAL DEMO	DEMO OF ACCESSORY STRUCTURES	
240341	08/16/2024	022026013002	520 Monterey Street	RESIDENTIAL WALL HEATER	Replace Wall Furnace with Mini Split Heat Pump System	$4,500.00
240332	08/19/2024	22521042000	621 CAMBRIA DR	SOLAR / PV SYSTEM	Pv Roof Mount Solar Installation(3.160kw)(8 panels) 2 ess	$13,004.00
240168	08/20/2024	22022016000	278 SOLEDAD ST	RESIDENTIAL DEMO	DEMO SFD 966 SQ. FT.	$10,000.00
240187	08/20/2024	22161032000	433 3RD ST (UNIT A)	ACCESSORY DWELLING UNIT	New Detached ADU Pre-Approved Plans 749 SQ. FT.	$133,715.33
240260	08/20/2024	22518054000	538 LEGADO DR	ACCESSORY STRUCTURE	Construction of attached patio 360 sq. ft.	$10,000.00
240299	08/21/2024	22514050000	633 ASILOMAR AVE	RESIDENTIAL ADDITION OR REMODEL	Expansion to Existing Living Room 89 Sq. Ft.	$20,000.00

AGENDA ITEM NO. 7.

COUNCIL COMMUNICATION

SUBJECT: **Public Works Activity Report**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director, Alex Ramos, Assistant Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Projects and Activities

Front Street Maintenance Project

- This project is progressing smoothly with the recent completion of the curb, gutter and sidewalk concrete work in front of the Motor Lodge (between West Street and Benito) in addition to the concrete work between Benito and Encinal. Work will continue heading south past Main Street after Labor Day. Attachment 1

- **Veteran's Park Recycled Water Project**
    - Lonestar Landscaping will be starting this project in early September. This project involves the conversion of all turf irrigation from using potable water to be ready for use of recycled water once the larger city-wide recycled water project is complete. This project was initially to be a recycled water demonstration project; however, now that the City has received a grant to convert all City parks and schools to recycled water, we will not start using recycled water until the citywide project is completed.

Projects out for Bids (PlanetBids) Updates:

- Upcoming Projects:
    - Manhole Replacement Project (West of 101) to be put out to bid here shortly in which Public Works shall repair or replace manholes for the trunk lines that cross under the farm fields and feed into the Water Reclamation Facility.
    - Maintenance of the two one-million gallon La Cuesta Water Reservoirs to be put out to bid soon, in which Public Works shall coordinate the necessary work to service the water tanks for maintenance/routine cleaning and possibly painting the inside of the tank(s).

- **Assistant Engineer Position**
- PW is happy to announce that Assistant Engineer Juan Huerta, started work on August 26.

- **Public Works Outreach:**
- Measure X Presentation
    - TAMC Invited Public Works to give a presentation to the Citizen's Oversight Committee on August 20, 2024. It was a successful event in which there were lots of Q&A of what Soledad utilized Measure X funding for. Additionally, it seems like Soledad continues to be the example for the South Monterey County with all the great things happening in Soledad, *It's always Happening in Soledad.* Attachments 2a&b
- Public Education and Participation Program Information: Annual Report Year 11 (2023-2024)
    - The City of Soledad as part of the Save the Wales annual report, covers the Public Education and Outreach Program Activities for July 1, 2023 through June 30, 2024 (Year 11). The report (Attachment 3) provides information on the measurable goals for each program activity, whether the measurable goal was met, and activity effectiveness if applicable.

<u>Water Department Activities</u>

- **Cross Connection Program**
    - Public Works Dept. continues efforts to transition non-compliant commercial services into compliance with the installation of backflows. Currently making progress along the Front Street Corridor!

- **Wells**
    - Well #11 - the emergency conditions considered by the Council on July 31, 2024 persist and Staff is recommending that the Council find that the need to employ emergency contracting procedures continues. Staff has been working on the best price and availability to get a replacement pump/motor installed so the well is back in service ASAP as we go into our highest water demand month. The old pump/motor is being shipped to a company in Texas that can evaluate it towards being rebuilt to be used as a spare, but we have yet not received an estimated cost or schedule. Maggiora Bros Drilling has submitted a quote in the amount of $88,470 for a new pump and motor with a 2-4 week delivery time. Attachment 4
    - Well #6 – is in service with reduced vibration but is still unable to fill the La Cuesta Reservoirs completely full. An efficiency test was performed Friday August 23 and the report should address the resolution of both the vibration and pumping issues.

- **Regulatory**
    - Sanitary Survey – Soledad received the attached results of our recent 2023 Sanitary Survey performed by the State Water Resources Control Board – Division of Drinking Water. Staff is remedying the three items on the deficiency list ASAP. Attachment 5

- **Emergency Notification Plan** – Staff has updated the attached Water Quality Emergency Notification Plan as required. Attachment 6

Water Reclamation Facility Activities:

- **WRF Repairs**
  - PW Staff continues to have issues with Fuzzy Filter #1; efforts to diagnose and repair it are in progress.
  - South Drain Station, Pump 1, is currently down, it shall be sent back under the warranty claim to be repaired and/or replaced.
  - UV Station light bulb modules have been replaced; these serve an essential role in the disinfection of the processing of waste.
  - Water and Air leaks were recently repaired at the BNR airlift and clarifier areas.
- **WRF Assessment**
  - Black & Veatch met with Public Works Staff on 8/16 to cover the approach of the WRF Assessment. It consisted of a 2-hour meeting in which Staff discussed the construction of the facility and the potential areas of concern. Additionally, Staff in speaking with Black & Veatch spoke discussed future maintenance and upgrades projects for the WRF and what the necessary steps and funding opportunities may be available to get there.
- **WRF Levee Repairs**
  - US Army Corp of Engineers are due here in September to perform repairs on the levee between the Soledad WRF and the Salinas River where it was eroded due to river scouring during the wet winter and associated heavy river flows we had 2 years ago.

Wallace Group

Printed on Mon Aug 26, 2024 at 07:21 am PDT

Job #: 1001-0004-00 Soledad - Front Street Maintenance Project
Front St.
Soleda, California 93960

Unclassified

Description

Taken Date
08/20/2024 at 07:53 am

Upload Date
08/20/2024 at 07:53 am

Uploaded By
Tony Scalise

File Name
4EF67543-A9B8-4793-A...

Unclassified

Description

Taken Date
08/16/2024 at 08:45 am

Upload Date
08/16/2024 at 08:46 am

Uploaded By
Tony Scalise

File Name
6AB03160-2F9B-49E4-8...

Unclassified

Description

Taken Date
08/12/2024 at 08:21 am

Upload Date
08/12/2024 at 08:22 am

Uploaded By
Tony Scalise

File Name
4E4A1F48-102A-42D5-A...

TRANSPORTATION AGENCY FOR MONTEREY COUNTY

Memorandum

To: Citizens Oversight Committee

From: Theresa Wright, Community Outreach Coordinator, Don Wilcox

Meeting Date: August 20, 2024

Subject: **City of Soledad Measure X Presentation**

RECOMMENDED ACTION:

RECEIVE presentation on local Measure X projects from the City of Soledad.

SUMMARY:

Don Wilcox, Public Works Director from the City of Soledad, will make a presentation on Measure X funded projects in the City of Soledad.

FINANCIAL IMPACT:

Revenues generated from Measure X over the 30-year lifespan of the Measure are estimated to be $600 million with 60% of these funds allocated to the County and twelve cities for local road maintenance and safety projects. In fiscal year 2022/2023, the City of Soledad Measure received $859,672 in new Measure X funding.

DISCUSSION:

During Fiscal Year 2022/23, the City of Soledad received $859,672 in new Measure X funding. This new funding combined with $76,818 in earnings on interest provided the City with a total of $936,490 in revenues from Measure X funding for the fiscal year. During this period, the City performed a variety of maintenance projects in the form of repairs to distressed and cracked road segments. Additionally, the City has completed a much-needed Pavement Management Program Update to the StreetSaver Software as well as continued to operate their successful Sidewalk Cost-Share Program.

The Cost-Share program assists Soledad property owners in repairing or replacing old and damaged sidewalks. The program offers 50% or up to $2,000 to resident owners to help incentivize resident owners to address unsafe or damaged sidewalks. The program's goal is to promote a safer and pedestrian-friendly city, and walking as a means of transportation.

In order to provide a safer and friendlier path of travel for business owners and pedestrians along the Front Street corridor, the City of Soledad is looking at construction of the Front Street Maintenance Project this fiscal year. The project involves maintenance activities to rehabilitate Front Street, an existing 2-lane arterial which is a principal corridor within the City of Soledad. Maintenance activities include the repair of concrete curb, gutter, and sidewalk, rehabilitation of existing asphalt pavement, drainage, and utility improvements, improved ADA, and pedestrian accessibility, new and upgraded street lighting, new signing and striping, new trees and landscaping, traffic signal upgrades, and four new Monterey-Salinas Transit bus stops.

Don Wilcox, City of Soledad's Public Works Director, will provide an update to the Committee on these planned and future activities. More information can be found in the City's Measure X annual report, which can be found online and is included as a web attachment to this staff report.

ATTACHMENTS:

None

WEB ATTACHMENTS:

Soledad - FY22-23 Measure X Annual Report

City of Soledad Measure X Projects Update

Citizen's Oversight Committee

August 20, 2024

Presented By: Alex C. Ramos, E.I.T, Assistant Engineer

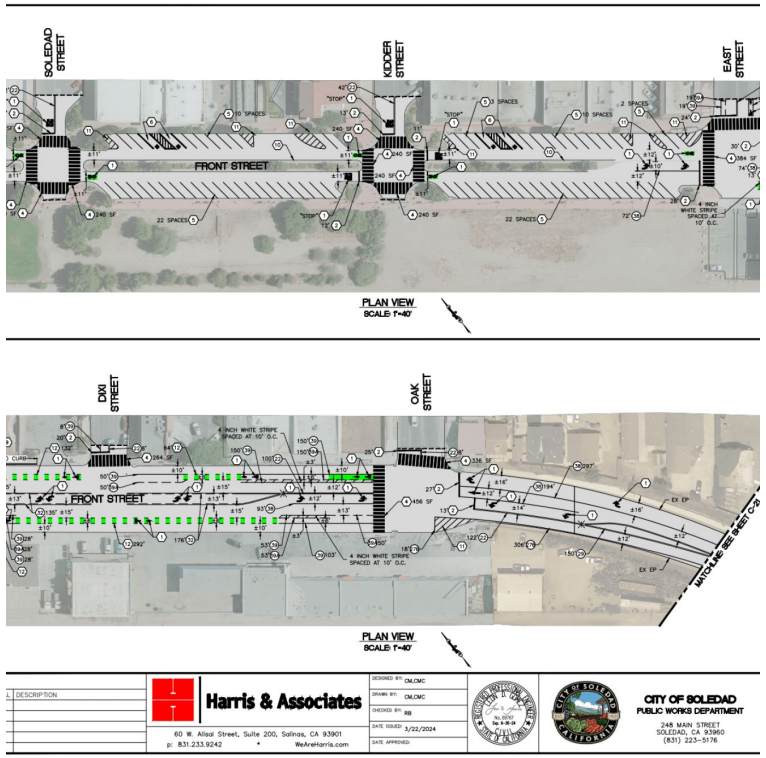
Public Works Department

Overview

- Current Projects
  - Front Street Maintenance Project
  - Cost Share Program for Sidewalk Repair

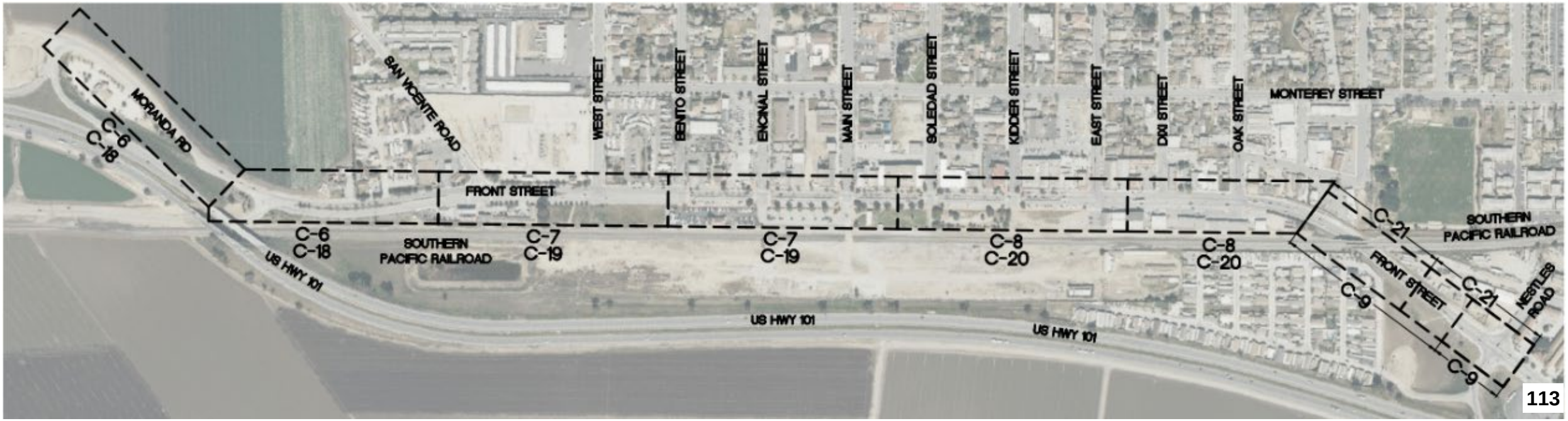
Front Street Maintenance Project

- **Project Background**
  - The last maintenance project the City of Soledad completed was the 2003 Front Street Revitalization Project in which Front Street between Benito Street and East Street to a variety of improvements to the corridor.
  - Since the last project, the corridor has experienced a number of issues with sidewalks, curb and gutter, pavement condition, tree roots causing uplift, an evaluation of the ADA accessibility for access ramps and parking stalls, lighting, and traffic safety.
  - The City contracted with Harris & Associates to provide engineering design services for the project.



Front Street Maintenance Project

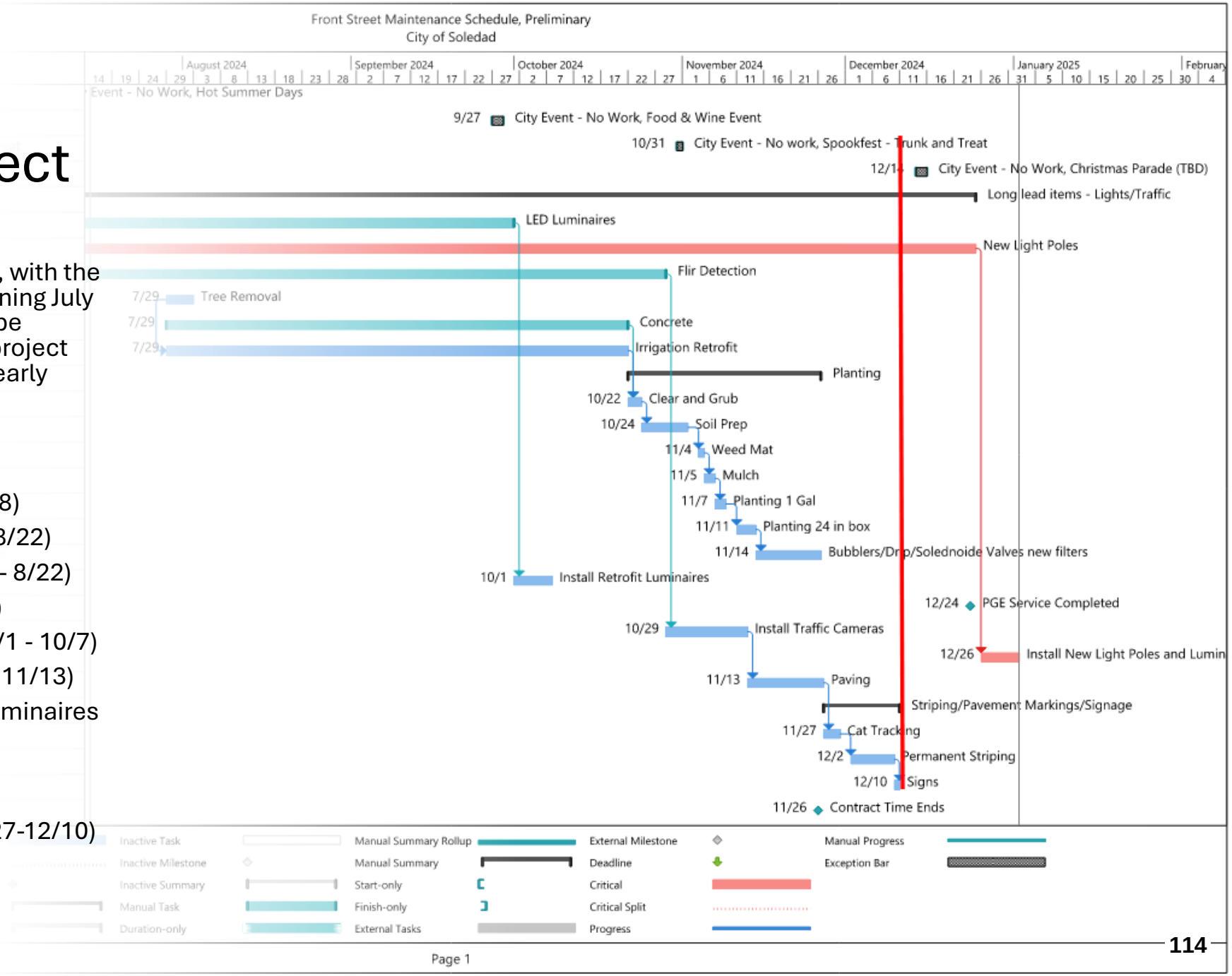
- **Project Description**
  - Maintenance work along Front Street from the north end at Moranda Road near Hwy 101 south to Nestles Road, consisting of asphalt pavement re-surfacing, repair of existing curb, gutter, sidewalk, tree replacement and landscaping refresh, signing and striping improvements, street lighting upgrades, and art components.
- **Project Limits:**
  - Front Street between Moranda Rd and Nestles Rd intersections. Most of the concrete demo and replacement work will be performed on the East Side of Front Street.
- **Project Award:**
  - Contractor: Monterey Peninsula Engineering (MPE)
  - Estimated Duration: 120 Calendar Days
  - Estimated Construction Cost: $3,800,000



Front Street Maintenance Project

- Current Status
  - This project is fully underway, with the construction start date beginning July 29, 2024, and anticipated to be completed with most of the project sometime in late November/early December.

  - Project Schedule:
    - Tree Removal (7/29 - 8/8)
    - Concrete Work (7/29 - 8/22)
    - Irrigation Retrofit (7/29 - 8/22)
    - Planting (10/22 - 11/21)
    - Retrofit Luminaires (10/1 - 10/7)
    - Traffic Cameras (10/9 - 11/13)
    - New Light Poles and Luminaires (12/26 - 1/31)
    - Paving (11/13 – 11/27)
    - Striping/Pavement Markings/Signage (11/27-12/10)



Cost Share Program for Sidewalk Repair

- **Project Background**
  - The City sets aside $40,000 every year of the Measure X Funding received to use toward Sidewalk Repair.
  - As part of this program, the City shares the cost of 50/50 or up to $2,000, whichever is less of the two for each project.
  - Future Goals are to update Cost Share Program for Sidewalk Repair for current challenges.

Public Education and Participation Program Information

Annual Report Year 11 (2023 - 2024)

Soledad Storm Water Permit

Students in their school garden learn how to protect pollinators

Report Prepared By:
Maris Sidenstecker
Executive Director
Save The Whales
www.savethewhales.org
P: 831-899-995

Save The Whales Annual Report for Soledad Year 11 (2023-2024)

The annual report covers the Public Education and Outreach Program activities for July 1, 2023 through June 30, 2024 (Year 11). This report provides information on the measurable goals for each program activity, whether the measurable goal was met, and activity effectiveness if applicable.

School Outreach

Grades K-3

E.7.a, E.7.a.ii.j.1, E.7.a.ii.d

Save The Whales (STW) compiled 48 teacher packets with materials in English and Spanish about storm water pollution for grades 1-3. STW distributed the materials to the following elementary schools: Frank Ledesma (9 packets), Gabilan (8 packets), Jack Franscioni (11 packets), Rose Ferrero (10 packets), and San Vicente (10 packets).

Grades 3-6

E.7.a.ii.j.2, E.&.a.ii.d, E.7.a.ii.b

The programs provided by STW help fulfill the California Schools Science Content and the new Ocean Literacy Principles that represent an ocean-oriented approach to teaching Science Standards. "Ocean literacy is an understanding of the ocean's influence on you - and your influence on the ocean."

This year, STW presented 9 programs to 243 students, with the interactive watershed model. The programs focused on storm drain pollution and how to prevent it. Qualified instructors from STW, made each program an interactive and inspiring educational experience for the students.

Students were asked what they can do with their families to reduce the use of plastic, and how to recycle at home. We emphasized what actions students can take to prevent pollutants from entering storm drains and waterways and asked them to help educate others.

Following the program, we encouraged the students to do campus litter cleanups of their school campus and collect trash.

Teachers

E.7.a.ii.j.4,E.7.a.ii.f, E.7.a.ii.d

Teachers were asked to distribute and collect student pre-and post-survey responses to gauge effectiveness of the hands-on presentations. The results are tabulated below.

2023-2024 Evaluation of Student Pre- and Post-Survey Results

School Name Total of 89 Student Surveys	Pre-Survey Before Visit 1 Correct Answers (Points)	Pre-Survey % of Correct Responses	Post-Survey After Visit 1 Correct Answers (Points)	Post-Survey % of Correct Responses
Grade 5: (2 classes) Frank Ledesma Elementary **(46 students, 598 possible points)**	364	60.8%	529	88.4%
Grade 6: (2 classes) San Vicente Elementary **(43 students, 559 possible points)**	412	73.7%	467	9.8%
TOTAL Points Possible: 1,157	**776**	**67.0.%**	**996**	**86.0%**

The results from the students that completed both a pre-survey (prior to the classroom visit) and a post-survey (after 1 classroom visit) were evaluated. Student surveys were requested from all classes, 90 students from San Vicente School in grade 6, and 74 students from Frank Ledesma School in grade 5, and 79 students from Gabilan in grade 3. Of the 243 students, 89 students returned the pre-and post-surveys. Each pre-survey was matched with the appropriate post-survey in order to provide accurate responses. There was a 19.0% increase in correct student responses after 1 school visit.

Studies have shown that hands-on learning increases learning retention among students and is a valuable teaching method. The hands-on presentations reach people beyond the classroom. Students often take information home and share it with friends and family members reaching an untold number of people with conservation messages.

Middle-High School
E.7.a.ii.j.3, E.7.a.ii.c, E.7.a.ii.d

3/2/24 Partners for Peace Youth Event at Soledad Middle School. Interactive watershed model reached 62 students.

Save The Whales at Partners for Peace Youth Event with hands-on educational watershed model

Two years ago, a school butterfly garden was implemented at Frank Ledesma Elementary, to attract pollinators and endangered monarch butterflies. This year, students in grades 4-5 continued to nurture the garden with weeding and watering care.

We brought in partners from the Salinas Valley Recycles to bring their worm composting display and emphasize the use of organic garden techniques. Discussion topics included water conservation and alternatives to pesticides and how runoff enters storm drains which lead to waterways. STW brought native plants for the garden to help attract endangered butterflies. Teachers and students will continue the care of the garden.

Students decorated their Frank Ledesma school garden with their beautiful butterfly art

Our Water Our World
E.7.a.ii.c, E.7.a.ii.d, E.7.a.ii.f, E.7.a.ii.h, E.7.a.ii.i
The flyers (in English and Spanish) offer non-toxic and less-toxic alternatives for residential pesticide use. Materials were given out to residents at public events.

Media Outreach: Radio Ads (English and Spanish)
E.7.a.ii.c, E.7.a.ii.d
A total of 168 radio and streaming ads aired on storm drain pollution prevention on English and Spanish language stations. A total of 60 ads aired on KHIP (English station) and 48 ads on La Tricolor (Spanish station). In addition, 60 Audio Streaming ads ran.

Print Ads
E.7.a.ii.d, E.7.a.ii.h
Color print ads ran in the Salinas Valley Tribune newspaper. One ad ran in April 2024 as part of the Earth Day edition. One more ad ran in June 2024. The ads were about reducing litter waste and preventing storm water pollution.

Residential and Community Outreach
E.7.ii.a, E.7.ii.c, E.7.ii.d, E.7.ii.f, E.7.ii.g, E.7.ii.h, E.7.ii.i, E.7.ii.k, E.7.ii.l
Participated in three community outreach events:

9/16/23 Family Health Festival, at New Orchard Lane Park reached 25 members of the community. We presented the interactive trash timeline game, and distributed bilingual materials on alternatives to pesticides, and stormwater pollution prevention.

3/26/24 Garden Day with students at Frank Ledesma School. Planting native plant seeds in containers to bring home and plant.

4/27/24 Soledad Earth Day Event reached 56 residents with the interactive hands-on watershed model and bilingual materials.

.

Family Health Event interactive display to engage community members

E.7.a.ii.e, E.7.a.ii.g

10/30/23 Garden Day in school garden with Salinas Valley Recycles. Composting and worm bins which emphasized alternatives to pesticides, butterfly crafts, and planting native plants.

5/18/24 Clean up day coordinated with Maury. Spoke to residents about stormwater pollution and collected 100 intercept surveys.

Garden Day where students learn how earthworms make nutrient rich soil to grow food

Litter Cleanups

E.8.ii.c

On 9/26/23, we conducted a walking field trip outside the Frank Ledesma school grounds with 74, 5th grade students, and they collected 25 pounds of trash.

On 3/7/24, we led a trash cleanup with 90, 6th grade students from San Vicente School. The students collected 20 pounds of trash comprised of largely wrappers.

Walking field trip with grade 5 students collected 25 pounds of trash

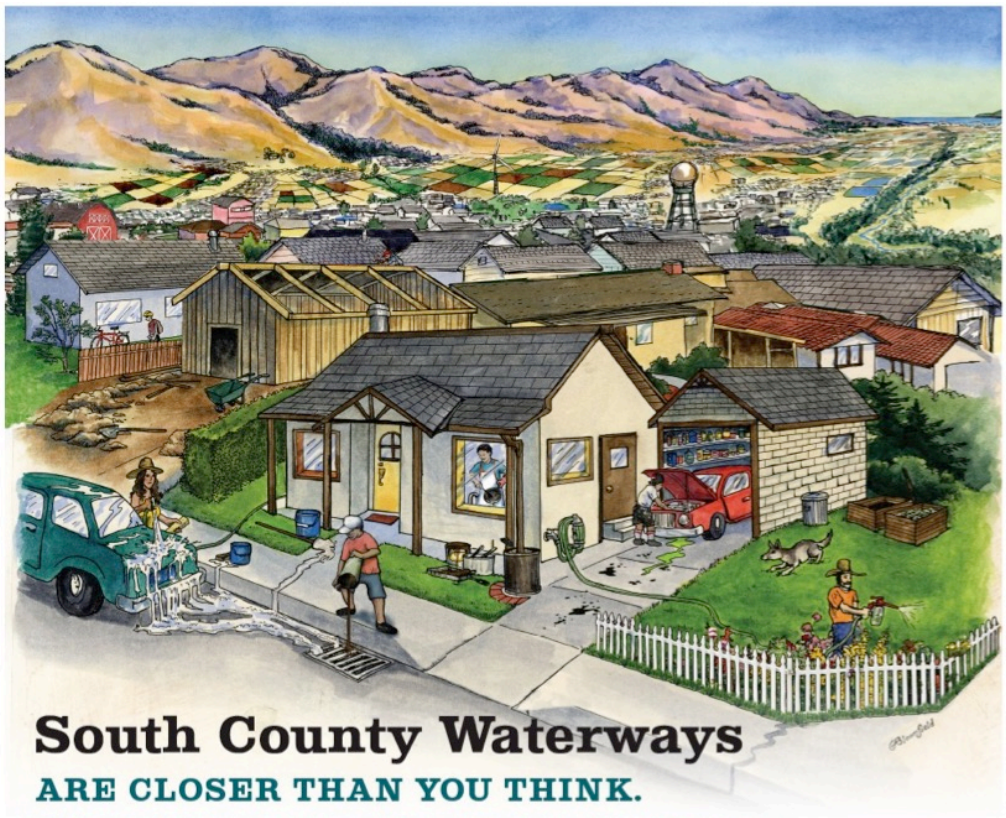
Restaurant Outreach
E.7.a.ii.c, E.7.a.ii.d, E.7.a.ii.f, E.7.a.ii.h
STW was able to reach out to restaurants to distribute bilingual posters and materials about proper Best Management Practices. STW bilingual educator reached 18 restaurants.

Restaurant Outreach June 30, 2024

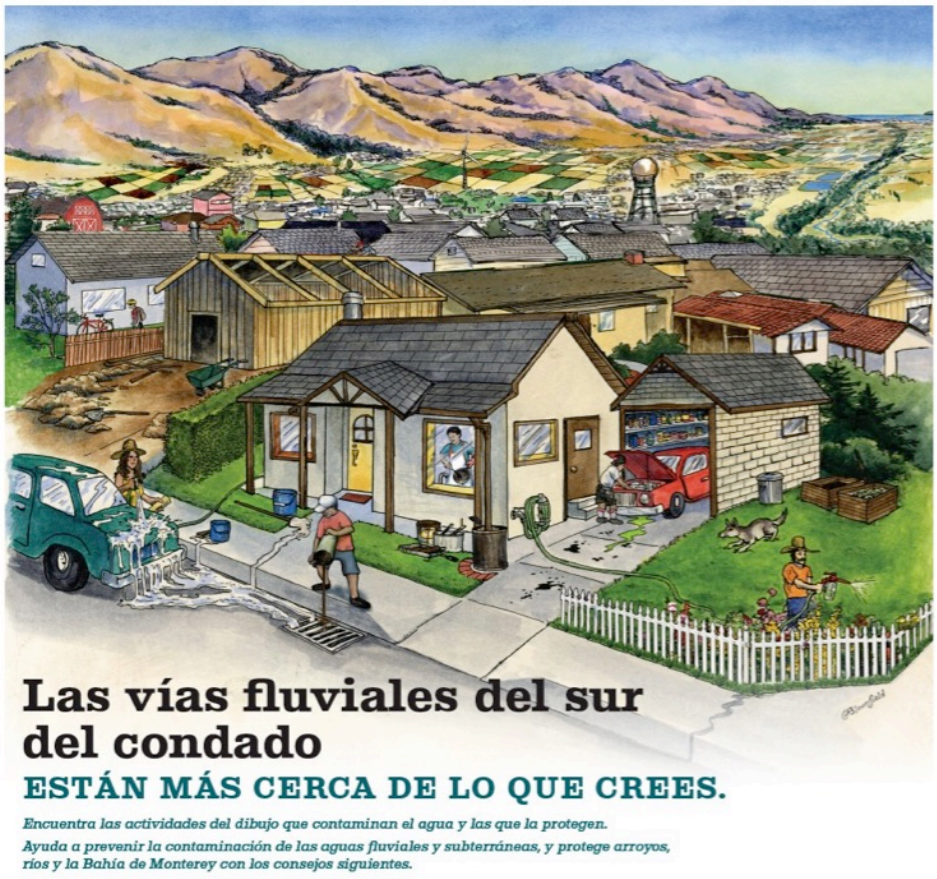
Name/Address of Restaurant	Poster Accepted	Materials Received By
California Gourmet Pizza 235 West St.	yes	Clif
Las Michacanas Paleteria y Neveria 387 Gabilan Dr.	yes	Esmeralda
Gabilan Pizza 383 Gabilan Dr.	yes	Perla
Lovely Cheesecakes by Victoria Front St.	yes	Alex
Lolita's Ice Cream 521 Front St.	yes	Ester
El Nopalito 615 Front St.	yes	Hernandez
Cocuyo's Mexican Restaurant 185 Kidder St.	yes	Carla
Mix Stix 751 Front St.	yes	Alani
Taco'n Madre 707 Front St.	yes	Fernanda
La Plaza Bakery and Café 945 Front St.	yes	Brenda
Delicias Bakery 836 Monterey St.	yes	Sara
Carl's Jr. 1000 Front St.	yes	Andre
McDonald's 1215 Front St.	yes	Dianna
Taco Bell 1185 Front St.	yes	Robert
Windmill Restaurant 1167 Front St.	yes	Jackeline
Round Table 550 Canal St.	yes	Manik
Denny's 3064 H Dela Rosa Sr. Street	yes	Alexis
Burger King 2107 H Dela Rosa Sr. Street	yes	Anayely

Educational Materials
E.7.a.ii.c, E.7.a.ii.h, E.7.a.ii.i
The popular bookmarks in English and Spanish were distributed at events and schools.

The NEW Clean Water brochure in English and Spanish on stormwater pollution prevention and proper residential disposal of fats, oils, and grease (FOG) was printed. The brochure is distributed on city websites, public works departments, the community library, and public events.



Find the activities in the picture above that contribute to water pollution and those that protect water.
Help prevent storm drain and groundwater pollution and protect creeks, rivers, and the Monterey Bay by following the suggestions below.



CBSM Intercept Surveys
E.7.a.ii.b
Analyze public survey responses through Community-Based Social Marketing (CBSM) to determine the effectiveness of the education program and determine behavior change.

Measurable Goal Results:
A total of 194 public intercept survey responses were evaluated. The intercept surveys were obtained from members of the public filling out surveys at public events. The results are tabulated below.

Q1 Where do you wash your car?
Response:
Home 127
Carwash 50
Home or Carwash 14
No car/ Do not wash 3

Total 194

Sex (M/F/No Answer(NA) & Age Range

MALES		FEMALES			No Answer		
10 - 54	55-100	7-54	55-100	NA	7-54	55-100	NA
53	39	23	11	0	1	0	0
16	11	18	5	0	0	0	0
3	4	7	0	0	0	0	0
1	1	1	0	0	0	0	0

Q2 Only rainwater belongs in the storm drains.
Response:
Yes 134
No 53
Blank 7

Total 194

Sex (M/F/No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10-54	55-100	7-54	55-100	NA	7-54	55-100	NA
48	39	38	9	0	0	0	0
23	15	10	4	0	1	0	0
2	0	1	3	0	0	0	0

Q3 Motor oil, household cleaning fluids, or chemicals poured on the ground or washed down the street and into storm drains can pollute the groundwater (drinking water)?
Response:

Yes 166

No 16

Blank 12

Total 194

Sex (M/F/No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10 - 54	55-100	7-54	55-100	NA	7-54	55-100	NA
66	46	40	13	0	1	0	0
3	7	4	2	0	0	0	0
4	2	5	1	0	0	0	0

Q4 A healthy ocean is good for me and my family.
Response:
Yes 189
No 4
Blank 1

Total 194

Sex (M/F/No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10-54	55-100	7-54	55-100	NA	7-54	55-100	NA
72	53	48	15	0	1	0	0
0	2	1	1	0	0	0	0
1	0	0	0	0	0	0	0

Q5 What type of grocery bags do you use?
Response:
Own 94
Paper 20
Plastic 49
Own or Paper 8
Own or Plastic 7
Paper or Plastic 8
Any 6
None 2

Total 194

Sex (M/F/No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10-54	55-100	7-54	55-100	NA	7-54	55-100	NA
34	26	24	9	0	1	0	0
13	4	3	0	0	0	0	0
17	17	12	3	0	0	0	0
3	2	3	0	0	0	0	0
0	3	3	1	0	0	0	0
4	1	1	2	0	0	0	0
1	2	2	1	0	0	0	0
1	0	1	0	0	0	0	0

Q6 Do you think litter is a problem for cities?
Response:

Yes 154
No 39
Blank 1

Total 194

Sex (M/F/No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10-54	55-100	7-54	55-100	NA	7-54	55-100	NA
61	38	44	10	0	1	0	0
11	17	5	6	0	0	0	0
1	0	0	0	0	0	0	0

Q7 Do storm drains (grates in the street) lead directly to a sewage plant where the water is cleaned? Response: Yes 117 No 76 Blank 1
Total 194

Sex (M/F/ No Answer (NA) & Age Range

MALES		FEMALES			No Answer		
10 - 54	55-100	7-54	55-100	NA	7-54	55-100	NA
49	31	30	7	0	0	0	0
24	24	19	8	0	1	0	0
0	0	0	1	0	0	0	0

Evaluation:

- Most people reported that they wash their car at home (65%) with the second most likely place at a car wash (26%).
- Most people reported that only rain belongs in the storm drains (69%).
- Most people reported that motor oil, household cleaning fluids, or chemicals poured on the ground or washed down the street and into storm drains can pollute the groundwater (86%).
- Most people reported that a healthy ocean is good for their family and themselves (97%).
- Most people reported that they use their own bag at the grocery store (45%), followed by using plastic (25%) or paper (10%) bags.
- Most people reported that litter is a problem for cities (79%).
- Most people reported that storm drains do not lead to a sewage plant where the water is cleaned (60%).

Maggiora Bros Drilling, Inc.

CORPORATE OFFICE
595 Airport Blvd
Watsonville, CA 95076
(831) 724-1338

BRANCH OFFICE
2001 Shelton Drive
Hollister, CA 95023
(831) 637-8228

(800) 728-1480

STATE CONTRACTORS LICENSE #249957

Attention: MOISES ARIZMENDI

Date: 08/26/2024 **Quote No.:** 105310 **Rev No.:** 0

Billing Address:
CITY OF SOLEDAD
P.O. BOX 156
SOLEDAD, CA 93960

Phone: (831) 223-5180

Fax:

Email: MARIZMENDI@CITYOFSOLEDAD.GOV

Job Address:
CITY OF SOLEDAD
P.O. BOX 156
WELL 11
SOLEDAD, CA 93960

Job Attention: MOISES ARIZMENDI

Phone: (831) 223-5180

Fax:

Email: MARIZMENDI@CITYOFSOLEDAD.GOV

A. The following Maggiora Bros. Drilling, Inc. proposal to provide a new 200 HP, 1,800 RPM Goulds 9 stage bowl unit with 200 HP Hitachi motor, 4 joints of 10-inch column pipe, 2 each 1 1/4" sounding tubes, splice kit and banding materials. Sales tax included in pricing.

DESCRIPTION	QTY	UOM	UNIT PRICE	ITEM TOTAL
GOULDS 12FDLC-9 BOWL UNIT WITH HITATCHI 200 HP, 1800 RPM MOTOR	1	EA	71,720.00	71,720.00
10" X .279" X 20' TAPER T/C PIPE	4	EA	1,375.00	5,500.00
10" DI VFD CHECK VALVE	1	EA	5,100.00	5,100.00
PIPE PVC SCH 40 1-1/4"	700	LF	2.00	1,400.00
MOTOR SPLICE KIT	1	EA	500.00	500.00
MISC. BANDING MATERIALS	1	LS	750.00	750.00
FREIGHT ON EQUIPMENT	1	LS	3,500.00	3,500.00
			Total Labor and Materials:	$88,470.00

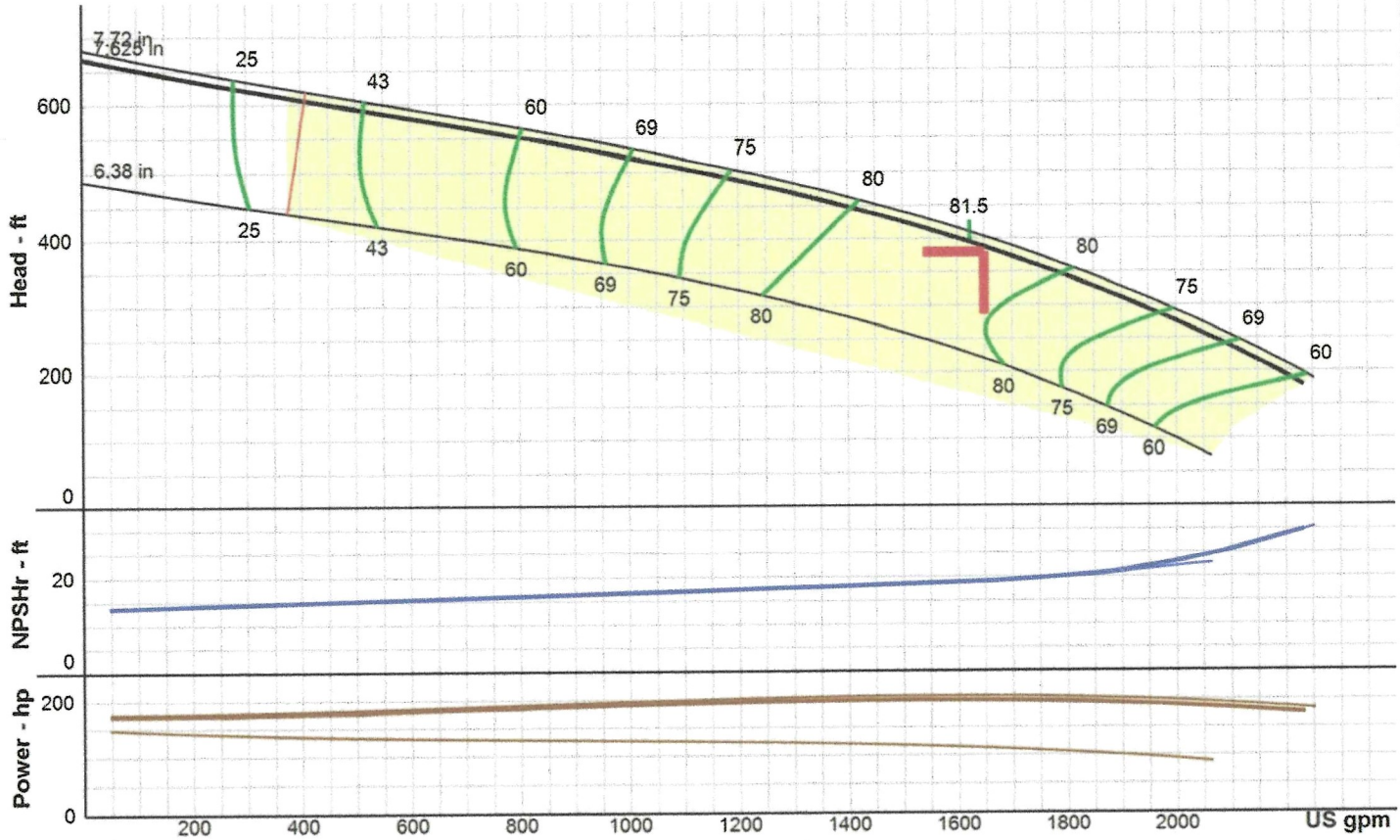
BALANCE DUE UPON COMPLETION.
Proposal is valid 1 month from date above

I HAVE READ AND UNDERSTAND THESE TERMS. My signature indicates my ACCEPTANCE & AUTHORIZATION for work to begin.

Michael Maggiora	08/26/2024		
Authorized Salesperson	Date	Customer Acceptance	Date

PERFORMANCE CURVE

Quote ID: 3301-240806-011:0:1 QTY: 1
VIS-BAT 12FDLC, 9 Stages
MAGGIORA BROS DRILLING WATSONVILLE



Curve & hydraulic data presented is nominal performance based on ANSI/HI 14.6 acceptance grade 1B.
Design values are guaranteed within the following tolerances: Flow ± 5%, Head ± 3%, and optionally either Power + 4% or Efficiency - 3% at manufacturer's discretion.

Specified Flow	1650.00 USgpm	**Shut Off TDH (Disch Flange)**	668.0 ft		Design Curve
Specified TDH	380.00 ft	**Shut Off Pressure (Bowl)**	289.2 psi	**Allow Service Factor**	No
Rated Speed	1730 RPM	**Shut Off Pressure (Disch Flange)**	289.2 psi	**kWh per 1000 gal**	0.00000
Atmospheric Pressure	14.70 psi	**Run Out Flow**	2233.0 USgpm	**NPSHr at Design**	19.1 ft
NPSHa at Grade	34.0 ft	**Run Out TDH (Bowl)**	179.0 ft	**NPSH Margin at Design**	25.4 ft
NPSHa at 1st Impeller	44.5 ft	**Run Out TDH (Disch Flange)**	179.0 ft	**Actual Submergence**	141.50 in
Fluid	Water	**Run Out Pressure (Bowl)**	77.5 psi	**Thrust K-Factor**	15.0 lbpft
Fluid Temperature	68.0 °F	**Run Out Pressure (Disch Flange)**	77.5 psi	**Thrust at Design**	6562.5 lb
Specific Gravity	1.0000	**Bowl Efficiency at Design**	81.40 %	**Thrust at Shut Off**	11166.6 lb
Viscosity	1.0017 cP	**Best Efficiency**	81.50 %	**Thrust at Run Out**	3212.1 lb
Vapor Pressure	0.3393 psi	**BEP Flow**	1623.0 USgpm	**Bowl Material**	Cast Iron with Glass Enamel
Density	62 lbs/ft³	**Design Flow % BEP**	101.66 %		
Design Flow	1650.0 USgpm	**Pump Efficiency**	80.97 %	**Bowl Material Derate Factor**	1.00
Min Flow (MCSF)	406.0 USgpm	**Friction Loss at Design**	0.51 ft	**Impeller Material**	316SS
Design TDH (Bowl)	388.0 ft	**Power at Design**	198.0 Hp	**Impeller Matl Derate Factor**	1.00
Design TDH (Disch Flange)	387.5 ft	**NOL Power**	199.0 Hp	**Total Flow Derate Factor**	1.00
Design Pressure (Bowl)	168.0 psi	**Max Power (NOL) Flow**	1523.0 USgpm	**Total Head Derate Factor**	1.00
Design Pressure (Disch Flange)	167.7 psi	**Recommended Power**	250.00 Hp	**Total Efficiency Derate Factor**	1.00
Shut Off TDH (Bowl)	668.0 ft	**Driver Size Criteria**	NOL Power Across		

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED	
Certified By	
Project	1800RPM Sub Turbine for 1650GPM at 380TDH
Tag	
PO Number	
Serial Number	

GOULDS WATER TECHNOLOGY
a xylem brand

SUBMITTAL

Quote ID: 3301-240806-011:0:1 QTY: 1
VIS-BAT 12FDLC, 9 Stages
MAGGIORA BROS DRILLING WATSONVILLE

PERFORMANCE ON DESIGN CURVE AT 1730 RPM

	Shut Off	Design [2]	Run Out [5]
Flow (USGPM)	0.0	1650.0	2233.0
TDH-Bowl (ft)	668.0	388.0	179.0
TDH-Disch Flange (ft)	668.0	387.5	179.0
Bowl Efficiency (%)	-	81.40	57.90
Power (Hp)	175.0	198.0	175.0
NPSHr (ft) [1]	-	19.1	29.8
NPSH Margin (ft) [1]	-	25.4	14.7
Hydraulic Thrust(lb)	10019.0	5773.0	2690.0
Thrust (lb)	11166.6	6562.5	3212.1
Pressure-Bowl (psi)	289.2	168.0	77.5
Pressure-Disch Flange (psi)	289.2	167.7	77.5
Min Submergence (Inch) [3]	-	0.00	0.00
Friction Loss (ft) [4]	-	0.51	0.94
Lineshaft Elongation (Inch)	0.00000	0.00000	-
Column Elongation (Inch)	0.00000	0.00000	-
Lateral (Inch)	0.06000	0.06000	-

Best Efficiency	81.50 % at 1623.0 USgpm
Design Flow % BEP	101.66 %
Pump Efficiency	80.97 %
Overall Efficiency	0.00 %
NOL Power	199.0 Hp at 1523.0 USgpm
Specified NPSH Ratio	1.1
Thrust Load Power Loss	0.78709 Hp
Total Flow Derate Factor	1.00
Total Head Derate Factor	1.00
Total Efficiency Derate Factor	1.00
Actual Submergence	141.50 in
Shaft Friction Power Loss	0.00 Hp
Min Flow (MCSF)	406.0 USgpm
kWh per 1000 gal	0.00000
Impeller Running Clearance	0.06 in

[1] at 1st impeller eye [2] rated values [3] from pump suction inlet [4] from bowl to disch flange [5] per published data

OPERATING CONDITIONS

Specified Flow	1650.00 USgpm
Specified TDH	380.00 ft
Rated Speed	1730 RPM
Atmospheric Pressure	14.70 psi
TPL	11.79 ft
NPSHa at 1st Impeller	44.5 ft
NPSHa at Grade	34.0 ft
Well Diameter	16 in [406 mm] Casing
Operational Design	Constant Speed

FLUID CHARACTERISTICS

Fluid	Water
Fluid Temperature	68.0 °F
Specific Gravity	1.0000
Viscosity	1.0017 cP
Vapor Pressure	0.3393 psi
Density	62 lbs/ft³

MATERIALS & DIMENSIONS

Bowl Data

Bowl Material	Cast Iron with Glass Enamel
Impeller Material	316SS
Bowlshaft Material	416SS
Impeller Attachment	Taper Lock
Taperlock Material	Carbon Steel
Discharge Bowl Material	Cast Iron
Suction Type	Subadapter
Bowl Bolting Material	Carbon Steel
Motor Adapter	12 in [304.8 mm]
Motor Adapter Bearing	Bronze
Motor Adapter Material	Ductile Iron

Bowl Data

Coupling Material	416SS
Discharge Bowl Bearing	Bronze
Intermediate Bowl Bearing	Bronze
Impeller Trim	7.63 in
Bowl Pressure Limit	380 psi
Model Max Sphere Size	1.00 in
Bowl Shaft Diameter	1 15/16 in [49.2 mm]
Impeller Balance	Manufacturer's Standard
Bowl Shaft Power Limit	568.75 Hp
Bowl Assembly Provided By	Xylem

Bowl Specials

Column Data

Column Type	Threaded
Column Diameter	10 in [254 mm]

Column Data

Column Assembly Provided By	Customer

DO NOT USE FOR CONSTRUCTION UNLESS CERTIFIED

Certified By	
Project	1800RPM Sub Turbine for 1650GPM at 380TDH
Tag	
PO Number	
Serial Number	

August 19, 2024

Donald Wilcox, Director of Public Works
City of Soledad
PO Box 156
Soledad, CA 93960
dwilcox@cityofsoledad.com

Dear Donald Wilcox:

2024 SANITARY SURVEY
CITY OF SOLEDAD WATER SYSTEM (System No. 2710011)

On March 26, 2024, Mr. Moises Arizmendi, Public Works Manager accompanied Shaminder Kler from the State Water Resources Control Board – Division of Drinking Water (Division) on a Sanitary Survey of the City of Soledad (City) water system. A completed Sanitary Survey Report and deficiency list is enclosed documenting the findings of the inspection.

The City water system is in overall satisfactory condition. The attached sanitary survey includes a summary of deficiencies found during the sanitary survey. A written response to the attached sanitary survey report and deficiency list is requested by **September 20, 2024,** along with a plan to correct the deficiencies listed in the deficiency list. Please include the deficiency list along with the date of correction or planned date in the response to this letter.

The Division greatly appreciates the City's assistance during and after the inspection. If you have any questions, please contact Shaminder Kler at Shaminder.kler@waterboards.ca.gov or (831) 655-6938, or me at DWPDIST05@waterboards.ca.gov.

Sincerely,

Jonathan Weininger, PE
District Engineer, Monterey District
Division of Drinking Water

Enclosure: 2024 Sanitary Survey Report

cc: Monterey County Environmental Health Department

Moises Arizmendi, marizmendi@cityofsoledad.com

2024 SANITARY SURVEY REPORT

WATER SYSTEM: **City of Soledad**
SYSTEM NUMBER: **2710011**

REPORT DATE: **August 19, 2024**
INSPECTION DATE: **March 26, 2024**

System information

Water System Contacts

Contacts	
Contact Name	**Title**
Donald Wilcox	Public Works Director (Administrative Contact)
Moises Arizmendi	Public Works Manager (Carbon Copy/Designated Operator/Water Quality Contact)

Population and Service Connection Summary

The City of Soledad (City) water system is classified as a community water system that supplies potable water to a permanent population of 18,648 residents through 4,400 metered service connections, including 3,597 single family residential, 539 multi-family residential, 208 commercial, one industrial, and 55 landscape irrigation connections, according to the 2023 Annual Report to the Drinking Water Program (ARDWP).

Permit Status

The table below summarizes the permits issued to the water system:

List of Permits		
Permit No.	**Issue Date**	**Reason**
07-039	11/30/1973	Full Permit
Amendment 1	7/31/1981	Addition of Wells 4 and 5, and 1 MG Reservoir
Amendment 2	10/6/1987	Addition of Well 6
Amendment 3	4/5/1994	Addition of Wells 7 and 9, and nitrate blending treatment of Wells 2 and 3 with Well 7.
Amendment 4	9/19/2009	Addition of Wells 10 and 11

List of Permits		
Permit No.	**Issue Date**	**Reason**
2017PA-SCHOOLS	1/17/2017	K-12 Schools lead sampling and lead sample results interpretation requirements
Amendment 5	10/3/2018	Well 09 Iron and Manganese, and Disinfection Treatment

Is the water system complying with all permit requirements? **Yes.**
Is the permit up to date? **Yes.**

Recent and Proposed Upgrades

Since the last sanitary survey in 2020, City has installed security cameras to improve security at well and tank locations. Cathodic protectors were installed or serviced in all storage reservoirs. The water system has installed new water mixers inside La Cuesta 1 and 2 tanks.

Sources

List of Sources

City has five active groundwater sources. The table below summarizes the water systems sources including each source's capacity reported by the water system:

Source/ PS Code/ Status/ Treatment Type	Type/ Capacity (gpm)	Comments
Well 06/ CA2710011-006-006/ Active/ Cl_2 (Sod. Hypochlorite)	Turbine/ 600	Currently offline for repair, waiting for a new VFD.
Well 07/ CA 2710011-007-007/ Active/ Cl_2 (Sod. Hypochlorite)	Turbine (VFD)/ 1,400	None.
Well 09/ CA 2710011-008/ Active/ Cl_2 (Sod. Hypochlorite); Fe/Mn Removal Treatment	Turbine/ 900	None.
Well 10/ CA 2710011-013-013/ Active/ Cl_2 (Sod. Hypochlorite)	Turbine/ 600	Currently offline undergoing rehabilitation, which is expected to increase production capacity to 1,400 gpm.
Well 11/ CA 2710011-014-014/ Active/ Cl_2 (Sod. Hypochlorite)	Submersible/ 1,500	None.
Total Active Source Capacity:	**5,000 gpm (7.2 MGD)**	

Production Data – 10 years

The table below summarizes the past 10 years of production data as reported on City's annual reports to the Division:

Past 10 Years of Production Data (2014-2023) in Million Gallons (MG)			
Year	**Max Day**	**Max Month**	**Year Total**
2023	3.49*	72.07	665.36
2022	3.10	71.61	692.28

Past 10 Years of Production Data (2014-2023) in Million Gallons (MG)			
Year	**Max Day**	**Max Month**	**Year Total**
2021	3.40	74.27	701.34
2020	3.15	78.38	737.81
2019	2.92	76.34	688.18
2018	0.94	77.01	675.31
2017	0.94	72.22	680.15
2016	2.81	68.77	629.34
2015	3.72	67.28	641.28
2014	**4.79**	79.27	734.60

*Max Day Calculated by dividing max month by number of days in month and multiplying by a peaking factor of 1.5

Source & Storage Capacity Evaluation

California Code of Regulations, title 22, section 64554 (a) requires maximum day demand (MDD) to be met with source capacity. MDD is calculated as the highest observed water demand in the past ten years

According to the City's ARDWPs since 2014, the maximum water produced in a single day was 4.79 MG or 3,326 gpm on May 13, 2014.

Additionally, California Code of Regulations, title 22, section 64554 (a)(2) requires systems with more than 1,000 service connections to be able to meet four hours of peak hourly demand (PHD) with source capacity, storage capacity, and/or emergency source connections.

City is able to meet four hours of PHD with source capacity and storage capacity, as shown in the calculations and table below:

<u>Calculations:</u>

- Four hours of PHD:
  1. PHD = MDD/24*1.5
     a. 4.79 (MGD)/24 (hours) * 1.5 = 0.299 MG
  2. Four hours of PHD = PHD*4
     a. 0.299 * 4 (hours) = **1.198 MG**
- Four hours of hourly capacity:
  1. Four Hours of Hourly Capacity = (Sources + Storage + Emergency) * (4/24 hrs.)
     a. (7.2 + 4.0 + 0.0) * (4/24) = **1.86 MG**

Summary of Source & Storage Capacity Requirements			
Parameter	**Requirement (MGD)**	**Capacity (MGD)**	**Requirement Met?**
MDD Capacity	4.79	7.2	**Yes**
Four Hours of Peak Hourly Demand	1.198	1.86	**Yes**

Drinking Water Source Assessment Program (DWSAP)

DWSAP Summary		
Source	**Date**	**Potential Contaminating Activities**
Well 06	March 14, 2007	Railroad yards/maintenance/ fueling areas and historic gas stations
Well 07	March 14, 2007	Automobile gas stations, historic gas stations, and landfills/dumps
Well 09	March 14, 2007	Agricultural drainage
Well 10	January 2006	Sewer collection systems.
Well 11	September 21, 2006	Sewer collection systems; Automobile gas stations

Physical Inspection Summary/Discussion & Appraisal

The Division did not find any source deficiencies and there are no recommendations regarding groundwater sources at this time.

Treatment Facilities

Groundwater Treatment

City owns and operates six groundwater treatment plants. A summary of the water systems treatment plants is found in the table below:

List of Groundwater Treatment Plants			
Name	**PS Code**	**Objectives**	**Comments**
Well 06 Disinfection	CA2710011 _009_009	Wellhead disinfection	The online chlorine analyzer wastewater discharge line connection to the storm drain requires an airgap to protect against cross-contamination.
Well 07 Disinfection	CA2710011 _010_010	Wellhead disinfection	Since last sanitary survey City has replaced the single wall 50-gallon sodium hypochlorite storage tank with a double wall 250-gallon storage tank with a level indicator.

List of Groundwater Treatment Plants			
Name	**PS Code**	**Objectives**	**Comments**
Well 09 Fe/Mn - KMnO4 - CL2 - Trtmnt	CA2710011_011_011	Wellhead disinfection and Fe/Mn Removal Treatment	Sodium Hypochlorite and $KMnO_4$ are injected in the Well 09 discharge pipe downstream of the check valve to oxidize the iron and manganese in the raw water, and passed through the ATEC Systems iron and manganese removal treatment system, which consists of two trains of five pressure filter vessels each, containing ATEC AS-715M Filter Media, a granular manganese dioxide with pyrolusite base, as the filtration media. The media is NSF 61 certified. The filters are automatically backwashed once every 24 hours for 9 minutes. The operations plan is up to date, dated April 2024. The operator visits the site at least once per day. Filter media is checked once per year with no issues discovered during the last inspection. Up-to-date quarterly raw water and monthly treated water iron and manganese monitoring with one incident of iron secondary MCL exceedance in the effluent during past three years.
Well 10 Disinfection	CA2710011_015_015	Wellhead disinfection	None.
Well 11 Disinfection	CA2710011_016_016	Wellhead disinfection	Since last sanitary survey the single wall 50-gallon sodium hypochlorite storage tank has been replaced with a double wall 405-gallon storage tank.
La Cuesta Booster Sta CL2	CA2710011_017_017	Maintain disinfection residual in the La Cuesta Reservoirs	The target chlorine residual in the La Cuesta Reservoirs is between 0.5 mg/L to 1.0 mg/L. Since last sanitary survey, City has replaced the single wall 50-gallon sodium hypochlorite storage tank with a double wall 250-gallon storage tank with a level indicator.

List of Treatment Chemicals

List of Treatment Chemicals				
Chemical	**Purpose**	**Manufacturer**	**NSF 60 Certified**	**Comments**
12.5% Sodium hypochlorite	Disinfection	Brenntag Pacific	Yes	Bulk supplied by Brenntag Mini Bulk Field Services
Potassium Permanganate Crystals	Oxidant	Universal Chemicals	Yes	

Sodium hypochlorite Assessment

Continuous chlorination and monitoring are provided at the treatment plants inside locked fences and covered housings. The target chlorine residual is 0.5 mg/L to 1.0 mg/L in the distribution system. All chlorine facilities were clean and in good overall condition. An

adequate amount of chlorine is stored at each chlorination site. City has more than a week of available onsite liquid chlorine.

Potassium Permanganate Assessment

Potassium permanganate is injected into the Well 09 discharge pipe near the chlorination injection point, at a dose rate is 0.1 mg/L which is significantly below the maximum use rate of 50 mg/L, allowed by NSF. Additionally, NSF 60 certification requires that the finished drinking water must be monitored to ensure that levels of manganese do not exceed 0.05 mg/L. Manganese hasn't been detected in any of the monthly samples collected in the iron and manganese filter effluent.

Physical Inspection Summary/Discussion and Appraisal

The Division noted the following deficiencies regarding the treatment plants:

1. City must install air gap protection at all online analyzer connections to the wastewater collection inlets.

Finished Water Storage

List of Storage Tanks			
Name/Type	**Capacity (MG)**	**Inspected by DDW?**	**Comments**
La Cuesta Tank 1/ above-ground welded steel	1.0	Yes. Exterior and interior.	Inside a fence w/ locked gate, stairs cage and roof hatch; screened and air-gapped overflow outlet and roof vent. SCADA connected; receives water from all wells; Inter-connected with La Cuesta Tank 2; discharges to the lower pressure zone of the distribution system as well as to the La Cuesta booster station for Pinnacles Tanks; Operator visits the site once per day; Exterior and interior in good condition.
La Cuesta Tank 2/ above-ground welded steel	1.0	Yes. Exterior only.	Inside a fence w/ locked gate, stairs cage, and roof hatch; screened and air-gapped overflow outlet and roof vent. Inter-connected with La Cuesta Tank 1; Exterior in good condition.

List of Storage Tanks			
Name/Type	**Capacity (MG)**	**Inspected by DDW?**	**Comments**
Pinnacles Tank 1/ above-ground welded steel	1.0	Yes. Exterior only.	Inside a fence with a locked gate; Locked ladder cage and roof hatch; Screened and air-gapped overflow outlet and roof vent; Receives water from the La Cuesta booster station; discharges to the upper pressure zone; Inter-connected with Pinnacles Tank 2; Operator visits the site once per day; Exterior in good condition.
Pinnacles Tank 2/ above-ground welded steel	1.0	Yes. Exterior only.	Inside a fence with a locked gate; Locked ladder cage and roof hatch; Screened and air-gapped overflow outlet and roof vent; Inter-connected with Pinnacles Tank 1; Operator visits the site once per day; Exterior in good condition.
Total	**4.0**		

MG = Million Gallons

Storage Tank Inspections & Maintenance

Frequency of tank Inspections: **Once every 3 months.**
How often are tanks climbed and inspected? **Once every 3 months.**
Tank inspections recorded? **Yes.**
Are interior coatings NSF 61? **Yes.**
Date of last cleaning: **May 2021. Next due by end of 2024.**

Physical Inspection Summary/Discussion & Appraisal

City submits the storage tanks status reports to the Division once per month. All tanks are inspected by a tank specialist once every three years. Cathodic protection is provided to all tanks and serviced every two years. All tanks appear to be in good condition with adequate security for the tank sites. The water system provided copies of the specialist inspection reports for all tanks completed in May 2021.

Distribution System

Pressure Zones

The City distribution system has two pressure zones. The pressure in the system ranges from 60 psi to 103 psi in the distribution system.

According to the water system, they maintain a minimum pressure of 20 psi (minimum distribution pressure per California Code of Regulations, title 22, section 64602) throughout the distribution system.

Distribution Mainlines

The mainlines in the City's distribution system consist of plastic (50%), cast iron (25%), galvanized iron (1%), ductile iron (20%), and asbestos cement (5%) pipes with an average age between 31 years and 56 years. City's water mains are in good overall condition.

As a reminder, new water main installations shall follow California Code of Regulations, title 22, Chapter 16 (Waterworks Standards), Article 4 (Materials and Installation of Water Mains and Appurtenances) and Article 5 (Disinfection Requirements). If Waterworks Standards are unable to be met, please contact the Division prior to commencing construction.

Distribution System Leak Program

The water system reported one water main break and four service line breaks/leaks in the 2023 Annual Report to the Division. City has an adequate leak program and the leaks or checked monthly.

Recycled Water

The City of Soledad reported in the 2023 ARDWP that the City does not have recycled water in its service area (provided by the water system or another utility). The City of Soledad has installed a portion of the reclaimed-water pipeline to be used in the future, but the pipeline is currently connected to City's potable water supply to irrigate the parks within the City's service area. The City of Soledad must be in contact with the Central Coast Regional Water Quality Control Board and the Division's Recycled Water Unit for the future reclaimed water project.

Water Main Separation Criteria

As a reminder, if a new or replacement water main is unable to meet the separation criteria established in California Code of Regulations, title 22, section 64572, the water system shall apply for a waiver prior to commencing construction.

Valve Exercising and Maintenance Program

No. of Valves/size: **844/2 inch to 16 inch**
Valve exercising frequency: **Annual**
Have all valves been mapped? **Yes**
Is number and location of valves satisfactory? **No. In the process of adding more valves.**

As a reminder, all new mainline installations must comply with the following isolation valve requirements (California Code of Regulations, title 22, section 64577): at least one isolation valve no farther than 1,320 linear feet apart on all mains having a diameter of 12 inches or less, at each tee or crossing connection between mains that have a diameter of 12 inches or less, within 100 feet of the tee or crossing connection with the primary main, between the water main and each fire hydrant served by the main.

All new water main valves shall be constructed in accordance with California Code of Regulations, title 22, section 64578, specifically, "a valve box shall be installed over each

buried valve stem to aid in locating and operating the valve. For valves buried in trenches greater than five feet below the finished grade, either a valve stem riser to permit the use of a normal key or a notation on valve records indicating that a long key will be required shall be provided."

Dead End Flushing Program

No. of dead ends: **36**
No. with flushing valves: **16**
Frequency of flushing: **Once every six months.**

California Code of Regulations, title 22, section 64600 (c) requires a water system to develop a schedule and procedure for flushing dead end mains. The water system records the dead-end flushing and reports to the Division in the annual reports.

Operational Controls

The sources, storage tanks, and the booster pumps are connected to the City's SCADA system for controlling and monitoring the on/off operations of the pumps and wells, tank levels, and the system pressure.

Water System Interconnections

City does not have an interconnection to a neighboring water system.

Pumps, Pump Facilities and Control

List of Booster Pumps				
Station	**No. of Pumps**	**Individual Pump Size (HP)**	**Total capacity (GPM)**	**Comments**
La Cuesta Booster Station	3	50	800	All booster pumps receive water from the La Cuesta Tank 1 and discharge to the Pinnacles Tanks, operating on a weekly alternate lead/lag schedule.

Physical Inspection Summary/Discussion and Appraisal

Booster station is secured inside a locked building and a 6' security fence. An onsite automatic backup power generator is available to provide uninterrupted power supply.

Monitoring Reporting and Data Verification

Bacteriological Source and Distribution Monitoring

Population: **18,648**
Service Connections: **4400**
Distribution Samples: **20 per month (20 samples required per California Code of Regulations, title 22, section 64423).**

Source Samples: **Once per calendar quarter. Quarterly source water monitoring is up to date.**
Date of Bacteriological Sample Siting Plan: **August 2, 2024**
Groundwater Rule Plan: **All active wells to be sampled within 24 hours of receiving notification of routine total coliform positive results.**

A review of the bacteriological records since June 2020 shows that the distribution monitoring is up to date, with one incident of total coliform positive during the routine monitoring. Total coliform was not detected in the repeat sampling during May 2024.

The Division issued Citation No. 03_05_24C_012 in July 2024, for incorrectly labeling the 'Repeat' bacteriological samples as 'special' samples during the month of May 2024.

Inorganic Chemicals

The compliance with inorganic chemicals water quality regulations for all wells is noted in the table below. Wells 6 and 10 are out of service, and the monitoring is due upon startup.

Monitoring Location	Last Sample Date	Contaminants Detections	Sampling Frequency	Next Sample Due Date
Well 06	Jun-21; asbestos in Jan-24	Arsenic- 2.3 ug/L (Detection limit 2.0 ug/L) Fluoride- 0.1 mg/L (Detection limit 0.1 mg/L)	1/3 years	**DUE Jun-24** Asbestos: Jan-33
Well 07	Jun-24; asbestos in Feb-24	Fluoride- 0.1 mg/L (Detection limit 0.1 mg/L)	1/3 years	Jun-27 Asbestos: Feb-33
Well 09	Jun-24; asbestos in Dec-23	Arsenic- 2.8 ug/L (Detection limit 2.0 ug/L) Barium-0.2 mg/L (Detection limit 0.1 mg/L) Fluoride- 0.1 mg/L (Detection limit 0.1 mg/L)	1/3 years	Jun-27 Asbestos: Dec-32
Well 10	Jun-21; asbestos in Dec-23	Arsenic- 2.4 ug/L (Detection limit 2.0 ug/L) Fluoride- 0.1 mg/L (Detection limit 0.1 mg/L)	1/3 years	**DUE Jun-24** Asbestos: Dec-32
Well 11	Jun-24; asbestos in Dec-23	Fluoride- 0.1 mg/L (Detection limit 0.1 mg/L)	1/3 years	Jun-27 Asbestos: Dec-32

Nitrate and Nitrite Monitoring

Compliance with nitrate and nitrite monitoring regulations for all wells is noted in the table below. Wells 6 and 10 are out of service, and the monitoring is due upon startup.

Monitoring Location	Last Sample Date	Detections	Sampling Frequency	Next Sample Due Date
Nitrate (mg/L)				
Well 06	Jun-23	0.6 mg/L (Detection limit 0.4 mg/L)	1 /Year	**DUE Jun-24**
Well 07	Jun-24	0.4 mg/L (Detection limit 0.4 mg/L)	1 /Year	Jun-25
Well 09	Jun-24	None	1 /Year	Jun-25
Well 10	Jun-23	0.9 mg/L (Detection limit 0.4 mg/L)	1 /Year	**DUE Jun-24**
Well 11	Jun-24	None	1 /Year	Jun-25
Nitrite (mg/L)				
Well 06	Jun-21	None	1/3 years	**DUE Jun-24**
Well 07	Jun-24	None	1/3 years	Jun-27
Well 09	Jun-24	None	1/3 years	Jun-27
Well 10	Jun-21	None	1/3 years	**DUE Jun-24**
Well 11	Jun-24	None	1/3 years	Jun-27

Secondary MCLs

Compliance with secondary MCL monitoring regulations for all wells is noted in the table below. Wells 6 and 10 are out of service, and the monitoring is due upon startup.

Monitoring Location	Last Sample Date	Contaminants Detected Above Half the Regulatory Limit	Sampling Frequency	Next Sample Due Date
Well 06	Jun-21	Conductivity: 963 µS/cm (SMCL upper level is 1,600 µS/cm) TDS: 660 mg/L (SMCL upper level is 1,000 mg/L)	1/3 years	**DUE Jun-24**
Well 07	Jun-24	Conductivity: 796 µS/cm (SMCL upper level is 1,600 µS/cm) TDS: 512 mg/L (SMCL upper level is 1,000 mg/L)	1/3 years	Jun-27
Well 09	Jun-24	Conductivity: 1,260 µS/cm (SMCL upper level is 1,600 µS/cm) TDS: 718 mg/L (SMCL upper level is 1,000 mg/L); Manganese: 173.00 ug/L, (SMCL 50 ug/L)	1/3 years; Manganese 1/3 months	Jun-27; Manganese Sep-24
Well 10	Jun-21	None.	1/3 years	**DUE Jun-24**

Monitoring Location	Last Sample Date	Contaminants Detected Above Half the Regulatory Limit	Sampling Frequency	Next Sample Due Date
Well 11	Jun-24	None.	1/3 years	Jun-27

SMCL = Secondary MCL

Radiological Monitoring

Compliance with radiological monitoring regulations for all wells is noted in the table below.

Monitoring Location	Last Sample Date	Last Sample Result (pCi/L)	Sampling Frequency	Next Sample Due Date
Gross Alpha				
Well 06	Jan-24	6.22+0.84*0.98=7.04	1/6 years	Jan-30
Well 07	Jan-24	3.15+0.84*2.68=5.40	1/6 years	Jan-30
Well 09	Oct-23	1.51+0.84*0.65=2.06 [1]	1/9 years	Oct-32
Well 10	Jan-24	ND[1]	1/9 years	Jan-33
Well 11	Jan-24	ND[1]	1/9 years	Jan-33
Radium-226 and -228				
Well 06	Jan-24	ND	1/9 years	Jan-33
Well 07	Jan-24	ND	1/9 years	Jan-33
Well 09	Oct-23	ND	1/9 years	Oct-32
Well 10	Jan-24	ND	1/9 years	Jan-33
Well 11	Jan-24	ND	1/9 years	Jan-33
Uranium				
Well 06	Jan-24	4.05	1/6 years	Jan-30
Well 07	Jan-24	2.80	1/6 years	Jan-30
Well 09	Oct-23	1.40	1/6 years	Oct-29
Well 10	Jan-24	2.40	1/6 years	Jan-30
Well 11	Jan-24	2.00	1/6 years	Jan-30

ND: non-detect

[1] Wells 9, 10, and 11 are currently eligible for gross alpha substitution for uranium since the 95% confidence interval for the most recent gross alpha results do not exceed 5 pCi/L. (Cal. Code of Regs., title 22, § 64442 subd. (f).) The gross alpha and uranium monitoring schedule has been updated to reflect this change.

VOC Monitoring

Compliance with VOC monitoring regulations for all wells is noted in the table below.

Monitoring Location	Last Sample Date	Contaminants Detected Above Half the Regulatory Limit	Sampling Frequency	Next Sample Due Date
Well 06	Mar-23	None	1/3 years	Mar-26
Well 07	Mar-23	None	1/3 years	Mar-26
Well 09	Mar-23	None	1/3 years	Mar-26
Well 10	Mar-23	None	1/3 years	Mar-26
Well 11	Mar-23	None	1/3 years	Mar-26

SOC Monitoring

The water system is required to monitor the Title 22 regulated SOCs in all wells for two consecutive quarters every three (3) years. City has a waiver for the SOCs other than 1,2,3-TCP, 2,4-D, Lasso (Alachlor), Atrazine, Bentazon, Carbofuran, Diquat, and Simazine for the current compliance period (January 1, 2023, and will end on December 31, 2025). SOC monitoring for all wells is described in the table below:

Monitoring Location	Required Sampling Frequency	Last Sample Date	Contaminants Detected Above Half the Regulatory Limit	Next Sample Due Date
Well 6	Two consecutive quarterly samples every compliance period (every three years)[1]	**Only one quarter in** Jan-24. **1,2,3-TCP: only one quarter in Feb-23**	None	**DUE NOW Two consecutive quarters in 2024**
Well 7		**Only one quarter in** Feb-24. **1,2,3-TCP: only one quarter in Feb-23**	None	**DUE NOW Two consecutive quarters in 2024**
Well 9		**Only one quarter in** Jan-24. **1,2,3-TCP: only one quarter in Feb-23**	None	**DUE NOW Two consecutive quarters in 2024**
Well 10		**Only one quarter in** Jan-24. **1,2,3-TCP: only one quarter in Feb-23**	None	**DUE NOW Two consecutive quarters in 2024**

Monitoring Location	Required Sampling Frequency	Last Sample Date	Contaminants Detected Above Half the Regulatory Limit	Next Sample Due Date
Well 11	Two consecutive quarterly samples every compliance period (every three years)[1]	**Only one quarter in** Jan-24. **1,2,3-TCP: only one quarter in Feb-23**	None	**DUE NOW Two consecutive quarters in 2024**

[1] *Non-waived groundwater SOCs include: 1,2,3-TCP, 2,4-D, Lasso (Alachlor), Atrazine, Bentazon, Carbofuran, Diquat, and Simazine.*

The following deficiencies were noted:

2. City must monitor wells for all SOCs as noted in the table above. City has not monitored the wells for two consecutive quarters in 2021. The monitoring for all SOCs must be completed as noted in the table above.

Lead and Copper Rule (LCR) Monitoring

Required Frequency: **Three years.**
Number of Sample Sites Required: **30**
Next Round of Monitoring Due: **Between June 1 and September 30, 2026**

Lead and Copper Rule Monitoring Results (2017 - Present)					
Date	**No. of Samples Required**	**No. of Samples Taken**	**90th Percentile Lead (mg/L)**	**90th Percentile Copper (mg/L)**	**90th Percentile LCR Results Less Than Their Respective Action Levels?**
Jul-23	30	35	ND	0.157	Yes
Jul-20	30	36	ND	0.184	Yes
Jul-17	30	30	ND	0.286	Yes

City has submitted the water system lead service line inventory form to the Division on June 27, 2018. City certified that there are no lead pipe material and 10 unknown pipe materials in the system. In the 2019 annual report to the Division, City reported that there is no lead or unknown pipe material in the system.

By letter dated March 3, 2023, City was notified of lead and copper rule service line material inventory requirement. City is required to develop and submit a service line material inventory to the California State Water Resources Control Board, Division of Drinking Water (DDW) by October 16, 2024.

Distribution System Disinfection Byproducts Rule (D/DBPR) Monitoring

No. of Samples Required: Four paired TTHM and HAA5 samples quarterly in accordance with City's DBPR monitoring plan.

DBPR Monitoring					
Sample Site	**Ps Code**	**Last Monitoring Date**	**RAA TTHM (ug/L)**	**RAA HAA5 (ug/L)**	**Monitoring frequency (months)**
779 Malaga Ct.	CA2710011_DST_801	Jul-24	4.8	ND	3
1762 Sausalito Pl.	CA2710011_DST_802	Jul-24	9.2	ND	3
355 Nestles Rd.	CA2710011_DST_803	Jul-24	7.2	ND	3
9660 Sierra Madre Ct.	CA2710011_DST_804	Jul-24	10.8	ND	3

ND: non-detect

Chlorine Residual Distribution System Monitoring

Routine chlorine residual monitoring is performed at the same frequency and sampling locations as the distribution system bacteriological monitoring. The monitoring is up to date and as of the 2nd quarter 2024, the running annual average for chlorine residual was 0.57 mg/L. The chlorine residual has not exceeded the chlorine Maximum Residual Disinfectant Level (MRDL) of 4.0 mg/L in the distribution system.

Distribution System Asbestos Monitoring

City is required to monitor its distribution system served by asbestos cement pipes at least once every nine (9) years at the taps served by asbestos-cement pipes during the hottest period of summer. The recent monitoring was completed in 2017 with no asbestos detection. **The next monitoring is due by December 31, 2026**.

Monitoring Data Record Retention
Are chemical/bacteriological laboratory data retained? **Yes**
Duration of retention**: 10 years**
Are operational records retained: **Yes**
Duration of retention**: 10 years**
Method of Storage**: Digital with hard drive backup**
Is all source, DBPR, and LCR data reported to the Division via EDT? **Yes**

System Management and Operations

Reporting to the Division
Date of last Annual Report to the Division? **May 28, 2024**
2023 Consumer Confidence Report (CCR) was completed and the CCR and CCR certification were submitted to the Division? **Yes.**

Cross-Connection Control and Backflow Testing Program

Name of Cross-connection control coordinator(s): **Moises Arizmendi** (Backflow and cross-connection specialist certification #03491, Exp. 5/31/2025)

Does the utility have a current Cross-Connection Control Ordinance? **Yes, dated April 2024**

According to the 2023 ARDWP, the last cross connection control survey was completed in February 2022.

Beginning on July 1, 2024, the water system must comply with the Cross Connection Policy Handbook. Cross-Connection Control Policy Handbook (ca.gov). The City of Soledad must send its cross-connection control plan no later than July 1, 2025.

City has a wastewater treatment facility; however, it is not connected to City's potable water supply.

On March 24, 2022, Division issued Citation No. 02_05_22C_021 to the City for failure to test all BPA annually during 2017, 2018, and 2020. City tested 289 out of 292 BPAs in 2022. In 2023 ARDWP, City reported 319 active backflow prevention assemblies (BPAs) in the water system including three BPAs onsite, but not on service connections or meter. 316 BPAs were tested in 2023. Out of 316 BPAs, 17 failed, and were later repaired or replaced by the water system.

Customer Complaint Program

Are all complaints recorded? **Yes**
Are all complaints responded to? **Yes**
Digital/Hard Copy Tracking? **Digital**

City reported six customer complaints of taste and odor and 12 complaints of low water pressure in the 2023 ARDWP and was reportedly unfounded upon investigation by the water system. The complaints were not reported to the Division or local County staff.

Water System Mapping

Does the utility have up-to-date distribution system maps? **Yes**

System Security

Overall site security is good. All facilities are monitored by the City's security personnel, and the buildings and storage tanks are locked.

Emergency Response Program

Date of most recent Emergency Notification Plan (ENP): **July 24, 2024**
Date of Emergency Response Plan: **January 1, 2024**
Emergency Response Plan Tabletop Exercises: **Never.**

Management Structure

Who owns the water system? **City of Soledad**
Water System Type**: Local Government**
Current organizational chart on file? **Yes**
Are personnel familiar with the Safe Drinking Water Act? **Yes**
Is information adequately managed? **Yes**

Water System Financial Outlook

Are adequate reserve funds available to support staffing requirements? **Yes**
Is there a Capital Improvement Plan (CIP)? **Yes**

According to City, they have adequate staff to maintain the system. However, they are trying to recruit additional staff.

Operator Compliance

The City water system is classified as D3 for distribution system operation and T1 for the iron and manganese removal and disinfection treatment facilities operation. The chief distribution system and treatment plant operator, Moises Arizmendi is T2 and D4 certified. City has not provided any information on their shift operators in the 2023 ARDWP.

Per California Code of Regulations, title 22, section 64413.3, water systems are designated their distribution classification based upon population size and other distribution system related factors.

California Code of Regulations, title 22 section 64413.5 - 7 states (a) each water supplier shall designate at least one chief operator that meets the requirements for each treatment and/or distribution system utilized by the water system; (b) Each water supplier shall designate at least one shift operator that meets the requirements for each treatment and/or distribution system each operating shift; (c) The chief operator or shift operator shall be on-site or able to be contacted within one hour.

The Division noted the following deficiency:

3. City did not provide their treatment plant and distribution system shift operators' information in the 2023 ARDWP. The missing shift operators' information must be provided to the Division.

Water System Resiliency and Preparedness

The effects of extreme weather on community water system (CWS) facilities and operations is a concern and priority of the State Water Resources Control Board (SWRCB), which is documented by the SWRCB in its Comprehensive Climate Change Resolution adopted in March 2017. DDW is reviewing each water system's level of resiliency and preparedness for changing climate conditions and extreme weather event, increasing awareness and familiarization to the effects of climate change to facilities and operations, encouraging the use of EPA's Climate Resilience Evaluation and Awareness

Tool (CREAT), and documenting the Water System's efforts related to current threats that may also provide mitigation to climate change impacts.

As part of the 2023 ARDWP, CWSs were asked to identify their vulnerabilities, and rank them as either high, medium, or low sensitivity, and proposed or implemented projects to prepare for the impacts from climate change. City provided responses to these questions. In their 2023 ARDWP, City identified that their facilities have 'none to low sensitivity' to the following: *Drought, Water Quality Degradation, Flooding, and Extreme Heat*.

City indicated that they were aware of the CREAT tool developed by USEPA for identifying climate vulnerabilities. City has not used CREAT (or similar tool) to identify vulnerabilities to the water system sources and facilities. The SWRCB strongly encourages utilities to evaluate infrastructure and operational vulnerabilities to extreme weather and other emergency conditions using tools such as CREAT and engage in a conversation both within your water system organization and with customers on how to plan and prepare for being resilient to provide clean and safe water reliably and adequately under all current and future conditions.

ATTACHMENTS

A. Deficiency List and Recommendations

Report prepared by:

_____ Date: August 19, 2024

Shaminder Kler, P.E.
Associate Sanitary Engineer, Monterey District
Division of Drinking Water

STATE WATER RESOURCES CONTROL BOARD
DRINKING WATER FIELD OPERATIONS BRANCH
ATTACHMENT A: 2024 SANITARY SURVEY DEFICIENCY LIST, REMINDERS, AND COMPLETED DEFICIENCIES

Purveyor: **City of Soledad Water System (System No. 2710011)**

Date of Inspection: **March 26, 2024**
Reviewing Engineer: **Shaminder Kler**

Updated by: _____

Date: _____

ORDER OF HAZARD:
A. CRITICAL HEALTH HAZARD - CORRECTIVE ACTION MUST BE TAKEN IMMEDIATELY
B. SERIOUS HEALTH HAZARD - ACTION MUST BE TAKEN AS SOON AS POSSIBLE
C. POTENTIAL HEALTH HAZARD - MUST BE CORRECTED AS WORKLOAD PERMITS
D. SYSTEM OR OPERATIONAL DEFECT RESULTING IN POOR WATERWORKS PRACTICE

2023 SANITARY SURVEY – DEFICIENCY LIST

Date Found	Description of Deficiency	Order of Hazard	Date to Address Deficiency	Date Corrected
TREATMENT FACILITIES				
March 26, 2024	City must install air gap protection at all online analyzer connections to the wastewater collection inlets.	**B**	October 30, 2024	
WATER QUALITY MONITORING AND REPORTING				
July 24, 2024	City must monitor all wells for all SOCs for two consecutive quarters in 2024.	**N/A**	**Overdue; must monitor two consecutive quarters in 2024**	
OPERATOR COMPLIANCE				
July 24, 2024	City did not provide their treatment plant and distribution system shift operators' information in the 2023 ARDWP. The missing shift operators' information must be provided to the Division.	**N/A**	October 30, 2024	

CALIFORNIA Water Boards

GAVIN NEWSOM GOVERNOR

YANA GARCIA SECRETARY FOR ENVIRONMENTAL PROTECTION

State Water Resources Control Board
Division of Drinking Water

WATER QUALITY EMERGENCY NOTIFICATION PLAN

Name of Utility/System No.: CA2710011

Physical Location/Address: 248 Main St., Soledad, Ca 93960

The following persons have been designated to implement the plan upon notification by the State Water Resources Control Board (SWRCB) that an imminent danger to the health of the water users exists:

	Water Utility: Contact Name & Title	Email Address	Telephone Day	Telephone Evening	Telephone Cell
1.	Moises Arizmendi, Public Works Manager Water Department	[redacted]			
2.	Jorge Madrigal Water System Operator	[redacted]			
3.	Joel Alvarez Public Works Manager Parks Department	[redacted]			
4.	Miguel Saavedra Water Systems Operator	[redacted]			
5.	Jose Garcia Water Systems Operator	[redacted]			
6.	Evan Bloom Water Systems Operator	[redacted]			

The implementation of the plan will be carried out with the following State Water Resources Control Board and County Environmental Health Department personnel:

	Division of Drinking Water Contacts	Telephone Work	Telephone After-Hours
1.	Monterey District Office	(831) 655-6939	
2.	Jonathan Weininger, District Engineer	(831) 655-6932	(831) 595-0058
3.	Querube Moltrup, Associate Sanitary Engineer	(831) 655-6936	
4.	Shaminder Kler, Associate Sanitary Engineer	(831) 655-6938	
5.	Kyle Graff, Water Resource Control Engineer	(831) 655-6935	
6.	Anna Snyder, Water Resource Control Engineer	(831) 655-6934	
7.	Nicholas Garibaldi, Water Resource Control Engineer	(831) 655-6943	
8.	Gloria Chapman, Environmental Scientist	(831) 582-6201	
	Monterey County Environmental Health Contact		
	Cheryl Sandoval	(831) 755-4552	(831) 809-2220

If the above personnel cannot be reached, contact:

Office of Emergency Services Warning Center (24 hrs)	**(800) 852-7550**

When reporting a water quality emergency to the Warning Center, please ask for the State Water Resources Control Board – Drinking Water Program Duty Officer.

NOTIFICATION PLAN

On form included, provide a written description of the method or combination of methods to be used (radio, television, door-to-door, sound truck, etc.) **to notify customers in an emergency.** For each section of your plan give an estimate of the **time required, necessary personnel, estimated coverage,** etc. Consideration must be given to special organizations (such as schools), non-English speaking groups, and outlying water users. Ensure that the notification procedures you describe are practical and that you will be able to actually implement them in the event of an emergency. Examples of notification plans are attached for large, medium, and small communities.

Report prepared by:

_____ Public Works Manager 7-24-24

Signature and Title Date

WATER QUALITY EMERGENCY NOTIFICATION PLAN:

Please describe your water system's plan for emergency notification to all water users:

The City of Soledad has a system that will use Alertmonterycounty (reverse 911), local radio, news, Salinas Valley tribune newspaper and City's Social media website for emergency notification. Available is the City's Public works, Soledad Police and Cal fire Department to hand deliver warning notices to the community in English and Spanish and area covered can be covered less than three hours. The city has employed a Community Engagement Manager personal to assist in any emergency notification process.

Date: 7-24-24

Report Prepared by: Moises Arizmendi

Name of utility or water system: CA2710011

WATER QUALITY EMERGENCY NOTIFICATION PLAN:

The City of Soledad has several options for emergency notification and will utilize the best and most practical form according to the severity of the emergency.

During regular working hours our people will contact the news media at television station KSBW / KION to broadcast the necessary warning. The local radio stations KRKC-FM 102.1 will also be contacted. The television and radio personnel are available at all hours. As a follow-up measure, we will also contact the Salinas Valley Tribune, a local newspaper that serves both South Monterey County cities. The city will also use the city's social media website for any emergency notification as well.

The City of Soledad is partners with the AlertMontereyCounty (Reverse 911) system. In an emergency the city can contact AlertMontereyCounty, and would provide a phone list, based on water system meter reads; a description of the emergency; the estimate duration of the emergency; and a local City contact. The Alert system would then send the message and submit a call report to the city. An 'all clear' message would be sent out after the emergency is resolved.

The most efficient means of notification, for the City of Soledad, is the Soledad Police, Cal Fire and Public Works Department vehicles, handbill delivery by City personnel and City's social media. The warning will be issued in both English and Spanish, covering all members of the community. It is estimated that the entire service area can be covered in less than three hours. The city can also contact The Salinas Valley Tribune, a local weekly newspaper that serves Soledad and South Monterey County.

A special telephone answering service will be set up quickly, at the City's water headquarters, using the regular City numbers to answer questions that will come in from consumers.

AGENDA ITEM NO. 8.

COUNCIL COMMUNICATION

SUBJECT: **Human Resources Activity Report**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Francine Uy, Human Resources Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

OPEN RECRUITMENTS:
Associate Planner/Senior Planner – Opened on 7/24/24. Open until filled.
Police Officer (4) – Continuous

RECRUITMENT STATUS UPDATE:
(1) Information Technology Technician—Recruitment opened on 7/26/24 and closed on 8/9/24. Remote Screening was completed from 8/19/24 to 8/21/24. Final interviews are scheduled for 9/5/24.
(1) Water Reclamation Shift Supervisor – Pending internal promotion. Incumbent is scheduled to take the exam on 10/14/24.
(1) Homeless Services Coordinator (Limited Term/Grant Funded) – Council approved job description with modifications on 8/21/24. Recruitment is coming soon.

VACANCY STATUS UPDATE:
(1) Assistant Engineer – Hired Juan Huerta effective 8/26/24.
(1) Police Officer Lateral – Hired Hector Varela effective 8/20/24.
(2) Police Officer Recruit – Currently attending Police Academy. Upon successful completion, graduation is set for 9/13/24.
(1) Water Resources Manager – RGS (external) – Interview completed. City offer was declined on 8/26/24.
(1) PW Management Analyst – Interview conducted on 8/8/24. Eligibility list established.

TEMPORARY STAFFING:
(1) Water Reclamation Chief Plant Operator – Special assignment.
(1) Office Specialist (Building) – Peak workload with development and ADUs.
(1) Office Assistant (Police Department) – Peak workload with Records Division.
(1) Maintenance Worker – Backfill for WC injury
(1) Community Services Officer – Backfill CSO assigned to VAA

AGENDA ITEM NO. 9.

COUNCIL COMMUNICATION

SUBJECT: **Office of Community Engagement Report**

TO: **Honorable Mayor Anna Velazquez and City Council**

FROM: **Jesus Valenzuela, Community Engagement Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Facebook

- Reach: 15.4k – 48.2% increase
- Content Interactions: 831 – 4.3% decrease
- Page Visits: 6.1k – a 10.7% increase
- New follows: 52 new follows
- Total followers: 4,770
    - Soledad – 40.7%
    - Women – 68.9%
    - Men – 31.1%
- Most successful post: Garage Sale

Instagram

- Reach: 1.8k – 62% decrease
- Content Interactions: 122 – 90.9% decrease
- Visits: 1.1k –49.1% decrease
- New Followers: 47
- Total followers: 1,664
    - Soledad –46.2%
    - Women – 65.4%
    - Men – 34.6%
- Most successful post: Mural survey

Twitter

- Data for Twitter is currently unavailable

Youth Participatory Action Research Project and Youth Commission

The Youth Commissioners closed their year with a summer Youth Participatory Action Research Project (YPAR) cohort. Using the YPAR framework, the commissioners led the participants to better understand how a city functions and identify an issue the youth wanted to work on. The youth incorporated a Crime Prevention Through Environmental

Design (CPTED) frame in their research. The result was the exploration of the creation of a Teen Center. For more information, please see the report attached.

The Youth Commissioners closed their year with a debriefing session that included Megan Hunter, Jesus Valenzuela, and Ivan Ibarra. This debrief allowed us to learn more about how to improve the next cohort.

Public Works
The Office of Community Engagement worked with Public Works to disseminate appropriate information on the wells' status. This process required extensive media coordination and took a few days to complete. We wanted to ensure that we were passing along timely information to the media and keep the public from thinking that the issue was more severe.

Police Department
The Office of Community Engagement worked with the Police Department to ensure that the appropriate information regarding the abatement issue on Asilomar was disseminated to the media. This became a priority as the initial story that broke the news contained misinformation. There was a lot of work to disseminate the appropriate information, including knocking on the neighbors' doors.

Website
The OCE has been working with various departments to keep the website current. With the support of each department, we have set up the Media Ad Hoc Committee that meets every month to discuss how we can keep the community up to date on what the City is working on.

Adult Civics Academy
With the help of Yessica Ornelas, we have been updating the curriculum in preparation for the second cohort of the Civics Academy. We created a survey and are distributing it with the support of the first cohort. We will keep the Council updated on the progress.

Proposal for the Establishment of a Soledad Teen Center (STC)

Prepared by: Yessica Ornelas

I. Executive Summary

The City of Soledad is known for its rich cultural and natural landmarks, including the Pinnacles National Park and the beautiful vineyards that encapsulate our town. While these attractions draw tourists and visitors, our local youth, particularly those in middle and high school, face a growing challenge: the lack of dedicated spaces that cater to their needs outside of school hours. This proposal advocates for establishing a Teen Center in Soledad—a facility designed to provide a safe, engaging, and supportive environment where teens can congregate, participate in programs, and develop skills that will benefit them and the community.

II. Justification and Community Needs

Despite Soledad's natural beauty and community assets, there has been a noticeable gap in youth-oriented spaces, leaving teens with limited options for safe, productive engagement after school. The absence of such facilities has contributed to a range of issues, including but not limited to increased teen violence, gang affiliation, and drug use. The proposed Soledad Teen Center (STC) aims to address these challenges by offering a designated space where teens can engage in academic, social, and recreational activities in a safe and supervised environment.

Key Benefits of the Soledad Teen Center:

- **Reduction in Teen Violence and Crime:** By providing a structured environment, the STC can help minimize the likelihood of teens engaging in harmful behaviors.
- **Increased Academic Engagement:** The STC will offer academic support, including tutoring and professional workshops, to enhance students' educational outcomes.

- **Social and Recreational Opportunities:** The center will serve as a hub for social interaction, offering a variety of recreational programs specifically designed for teens (i.e, yoga, meditation, a safe gathering place, etc)

III. Facility Description

The Soledad Teen Center (STC) will provide a designated, safe space where teens can visit, participate, and socialize, addressing both parental concerns about their children's whereabouts and teens' complaints about having nothing to do. By offering a range of academic, social, and recreational opportunities, the STC will keep teens engaged in a supervised environment, reducing their susceptibility to crime and violent behavior that can arise when left unsupervised. The center will host various programs, from academic tutoring to professional workshops, which will allow teens to pursue further academic interests. Socially, the STC could serve as a hub for safe teen interaction, offering events and field trips, such as those modeled after successful programs, like the Indio Teen Center. These field trips can be viable using district or city vehicles that could provide transportation for teens venturing to other areas beyond the Salinas Valley. The facility will also expand on the recreational offerings of the current Soledad Community Center, with programs tailored specifically to teens, including sports, arts (culinary, music, etc.), and audio/video production. Unlike other facilities, the STC will focus exclusively on meeting the unique needs of this age group.

IV. Collaboration and County Impact

The establishment of the Soledad Teen Center (STC) not only addresses local needs but also creates opportunities for county collaboration. As the first Teen Center in South County, the STC can serve as a model for neighboring cities such as Gonzales and Greenfield, which face similar challenges related to teen engagement and youth crime. By partnering with these cities, Soledad could expand the center's impact, transforming it into a South County Teen Center that caters to teens within South County. This collaborative approach would allow for shared resources, enabling the organization of joint programs and events that leverage the strengths of each city. It would also increase access to a broader range of activities for teens from neighboring communities, enhancing overall county youth engagement. Furthermore, a unified

effort to support teen youth across South County would strengthen community ties and foster a shared vision for youth development.

V. Addressing Current Limitations and Community Engagement

We acknowledge that a space within the Soledad Community Center has already been designated for youth activities, and we aim to build on this foundation to better meet the evolving needs of our teens. To do so, we launched a 7-week summer program called Youth Participatory Action Research (YPAR), led by Jesus Valenzuela and co-led by Yessica Ornelas. This program empowered teens to explore the challenges within our community and propose solutions that would make Soledad a safer and more enjoyable place for them.

This year, the YPAR program aims to deepen teens' understanding of their city, including learning about Crime Prevention Through Environmental Design (CPTED). The teens identified the need for a dedicated Teen Center as a priority. Following this, we engaged with various city departments, gaining insights into how a Teen Center could be realized and the potential it holds for our community. Additionally, we conducted a canvassing campaign to raise awareness about the YPAR program and our Teen Center initiative. The response was overwhelmingly positive, with over 25 teens expressing strong interest in getting involved through surveys. This enthusiastic feedback underscores the need for a dedicated Teen Center in Soledad, highlighting the community's desire for a space that truly meets the needs of our youth.

VI. Conclusion

The proposed Soledad Teen Center represents a critical investment in the future of our community. By creating a dedicated space for our youth, we can foster a safer, more engaged, and more productive generation of teens. This facility will not only address current challenges but will also serve as a catalyst for county collaboration, making Soledad a leader in youth development in South County.

We urge the City Council to consider this proposal and support the establishment of the Soledad Teen Center. Together, we can create a space that empowers our youth, strengthens our community, and sets a positive example for neighboring cities to follow.

AGENDA ITEM NO. 10.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Accept an Update on the Emergency Declaration Regarding the City's Water System from the July 31, 2024 Soledad City Council Meeting and Continue the Emergency Declaration by Minute Motion**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council receive and accept an update on the Emergency Declaration regarding the City's Water System from the July 31, 2024 Soledad City Council Meeting and continue the Emergency Declaration by Minute Motion.

Executive Summary

On Tuesday, July 30, 2024, Well No.11, Soledad's highest producing well, was found to be out of service. Time was of the essence, so Soledad City Council issued a declaration of an emergency to relieve the City of formal bidding requirements to enable expeditious repairs to Well No. 11 and authorized the City Manager to spend an amount not to exceed $120,000 for equipment and services to get Well #11 back in service. Since emergency circumstances concerning water service still exist as of the current date, the Council is being requested to continue the Emergency Declaration by minute motion.

Background

On Tuesday, July 30, 2024, Well No. 11, Soledad's highest producing well, was found to be out of service. This happened when Well No. 10 was down for scheduled maintenance, and Well No. 6 was down due to vibration. This created a situation where the water reservoirs could not be kept full as necessary for adequate water storage as needed in case of emergency. Soledad City Council held a special meeting on July 31, 2024, in order to declare an emergency so that repairs to Well #11 could be performed without delay.

Since that time, Well #10 was placed back in service and Well #6 was placed back in limited service, which enabled the complete filling of the water reservoirs. Well #11 remains out of service, so the emergency conditions considered by the Council on July 31, 2024 persist and Staff is recommending that the Council find that the need to employ emergency contracting procedures continues.

Review & Analysis

Staff has been working on the best price and availability to get a replacement pump/motor procured and installed so that Well #11 is back in service as soon as possible as we go into our highest water demand month. The old pump/motor is being shipped to a company in Texas that can evaluate it towards being rebuilt to be used as a spare, but we have yet not received an estimated cost or schedule. Maggiora Bros Drilling has submitted a quote in the amount of $88,470 for a new pump and motor with a 2-4 week delivery time, and the City Manager authorized that purchase on August 27, so we are anticipating the new pump to arrive and be installed by the end of September.

Given the fact that emergency circumstances impacting the City's ability to provide adequate water service in the upcoming months still exist, Staff is recommending that the City Council receive and accept this update on the City's Water System and continue the Emergency Declaration made on July 31, 2024 by minute motion

Financial Considerations

On July 31, 2024, Soledad City Council authorized repairs to Well No. 11 as necessary and up to $120,000, to be funded by the Water Operations Fund #309 – Reserves

Alternatives

- Alternative 1 – Do not approve, which is not recommended as Well No. 11 is needed, especially in the upcoming highest water demand months.
- Alternative 2 – Conduct a formal bid according to Municipal Code Section 3.24.060, which is also not recommended as Well No. 11 is needed, especially in the upcoming highest water demand months.
- Provide Staff with alternate direction.

Planning/CEQA

The proposed repair work does not require analysis under the California Environmental Quality Act (CEQA), based on 14 California Code of Regulations Section 15301, which provides that repair and maintenance of existing public facilities and mechanical equipment that does not entail expansion of a former use is exempt from CEQA.

Public Notice Requirements

None required.

AGENDA ITEM NO. 11.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6149, A Resolution of the City Council of the City of Soledad Approving:**

1. **Consulting Services Agreement Task Order No. 2 in the Amount of $24,270 with 360 PSM to Provide DIR Labor Compliance Support Services for the Community Center Building Modernization Project and**
2. **Consulting Services Agreement Task Order No. 3 in the Amount of $23,472 With 360 PSM to Provide DIR Labor Compliance Support Services for the Front Street Maintenance Project and Authorizing the City manager to Execute Said Task Orders on Behalf of the City of Soledad**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director and Alex Ramos, Assistant Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No 6149, "A Resolution of the City Council of the City of Soledad Approving:

1. Consulting Services Agreement Task Order No. 2 in the Amount of $24,270 with 360 PSM to Provide DIR Labor Compliance Support Services for the Community Center Building Modernization Project, and
2. Consulting Services Agreement Task Order No. 3 in the Amount of $23,472 with 360 PSM to Provide DIR Labor Compliance Support Services for the Front Street Maintenance Project and authorizing the City Manager to Execute said Task Orders on Behalf of the City of Soledad".

Executive Summary

Public Works Projects are subject to various laws and regulations established by the Department of Industrial Relations (DIR) to which the City must adhere. It is the responsibility of the City to ensure that DIR compliance requirements are upheld, which includes but is not limited to ensuring that prevailing wages are being paid, certified payroll is submitted, union interns are hired, employee interviews are conducted, and project details are uploaded to the DIR website before commencing work as well as on each payday. Performing the DIR Labor compliance is an extensive effort that requires

substantial coordination between the contractor, laborers, and subcontractors to ensure compliance is met, or the City is subject to potentially severe consequences. Staff, therefore, recommends that the Council approve Task Order No. 2 and Task Order No. 3 to provide DIR Labor compliance support services for ongoing city projects.

Background

Public Works Projects are subject to various laws and regulations established by the Department of Industrial Relations (DIR) to which the City must adhere . The City is responsible for ensuring project details are uploaded to the DIR website in a timely manner so that the Contractor may register themselves with the specific project before beginning work. Additionally, as part of DIR compliance requirements, the City is also responsible for ensuring certified payroll is submitted, work onsite matches those in the invoices/payroll, classification pay matches the activities performed daily, overtime is paid at the correct rates, wages are correct based on location and date of bid, benefits, and onsite interview inspections to confirm the contractor crew and subcontractors are being accurately paid as reported.

An existing Non–Exclusive Consulting Services Agreement between the City and 360 PSM has been established for DIR Labor Compliance Services on City Projects. The purpose of executing the agreement as such is to create project-specific task orders to cleanly separate each task from one another. This enables the invoicing and, therefore, expenditures to be submitted per Task Order and helps with the processing and annual reports.

Task Order No. 1 has been executed for $9,946 to provide Labor Compliance Services for the 2024 Crack Seal Project with 360 PSM. The proposal received, and all subsequent proposals are based on estimated efforts and not a lump sum. Therefore, if the efforts fall below the estimated amount, the City will only pay for the efforts performed not the full amount as estimated.

Review & Analysis

Performing the DIR Labor Compliance is an extensive effort that requires substantial coordination between the contractor, laborers, and subcontractors to ensure everyone is being paid appropriately to satisfy the prevailing wages/Public Works law. If the contractor or subcontractors cannot meet compliance, this poses an issue not only to the contractor but to the City as well. Consequences of non-compliance can result in:

- Restitution of wages owed, plus interest and liquidated damages
- Monetary penalties
- Debarment of up to three years
- Criminal Prosecution
- Reimbursement of investigation costs to DIR

If compliance is not met, the City is responsible for ensuring all the deficiencies are corrected before the project is closed. This can require substantial Staff time, which is not the best use of the City's resources. In addition, DIR regulations are complex, requiring breadth and depth of knowledge to ensure compliance, which staff does not have the subject matter expertise or bandwidth to monitor.

To ensure the DIR labor compliance is met with the ongoing city projects, Staff requested proposals from 360 PSM for the Community Center Building Modernization Project and the Front Street Maintenance Project. 360 PSM was selected as they have the experience and team of qualified professionals to perform the services required to ensure compliance and their prior service to Soledad

on the Orchard Ln Project performing similar efforts on that project. 360 PSM has also successfully previously ensured DIR compliance for all parties associated with the City's recent Orchard Lane Park Project. Therefore, Staff recommends that the Council approve Task Orders No. 2 & No. 3 to DIR Labor Compliance Support Services on ongoing city projects.

Financial Considerations

The project's respective funding sources shall cover funding for these professional support services.

Task Order No. 2 –Additional interest earnings in the American Rescue Plan Act (ARPA) Fund.

Task Order No. 3 – Measure X Funding: 210-7160-5632

Task Order Breakdown
TO. 1 - $9,946
TO. 2 - $24,270
TO. 3 - $23,472
Updated Contract Amount: $57,688

Alternatives

- Approve the Resolution as recommended.
- Do not adopt the proposed Resolution

Planning/CEQA

TO.2 - The proposed project is categorically exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15301 provides some, but does not limit project scope to, examples of such projects, including interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. As detailed above, the proposed Project would be categorized under this description.

TO.3 - The proposed project is categorically exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving negligible or no expansion of existing or former use. Section 15301 provides some, but does not limit the project scope to, examples of such projects, existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alterations that do not create additional automobile lanes). As detailed above, the Front Street Maintenance Project would be categorized under this description.

Public Notice Requirements

None Required.

Attachment(s):
Resolution No. 6149
Exhibit A - TO. 2 with Proposal
Exhibit B - TO. 3 with Proposal

RESOLUTION NO. 6149

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING:

1. **CONSULTING SERVICES AGREEMENT TASK ORDER NO. 2 IN THE AMOUNT OF $24,270 WITH 360 PSM TO PROVIDE DIR LABOR COMPLIANCE SUPPORT SERVICES FOR THE COMMUNITY CENTER BUILDING MODERNIZATION PROJECT**

2. **CONSULTING SERVICES AGREEMENT TASK ORDER NO. 3 IN THE AMOUNT OF $23,472 WITH 360 PSM TO PROVIDE DIR LABOR COMPLIANCE SUPPORT SERVICES FOR THE FRONT STREET MAINTENANCE PROJECT**

AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID TASK ORDERS ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the City of Soledad Public Works Projects are subject to various laws and regulations that the City must adhere to in order to be compliant with the Department of Industrial Relations (DIR); and

WHEREAS, the City is responsible for ensuring that project details are uploaded to the DIR website in a timely manner so that the Contractor may register themselves with the specific project, certified payroll is submitted, work onsite matches those reflected in the invoices/payroll, classification pay matches the daily activities, overtime is paid at the correct rates, wages and benefits are correct based on location and date, and a variety of onsite interview inspections are conducted to confirm the contractor and subcontractors are paying accurately; and

WHEREAS, performing the DIR Labor Compliance is an extensive effort that requires substantial amounts of coordination between the contractor, laborers, subcontractors, and the DIR to ensure everyone is being paid appropriately to satisfy prevailing wages and Public Works Law; and

WHEREAS, to avoid the consequences of non-compliance that typically results in restitution of wages owed, plus interest and liquidated damages, monetary penalties, debarment of up to three years, criminal prosecution, reimbursement of investigation costs to DIR, Staff sought proposals from 360 PSM for the Community Center Building Modernization Project and the Front Street Maintenance Project; and

WHEREAS, 360 PSM was selected as they have the experience and team of qualified professionals to perform the services required to ensure compliance and their prior service to Soledad on the Orchard Lane Project in which they performed similar efforts on that project; and

WHEREAS, Staff, therefore, recommends that the City Council approve Task Order No. 2 and Task Order No. 3 to provide DIR Labor Compliance Support Services on the ongoing city

projects, the Community Center Building Modernization Project and the Front Street Maintenance Project; and

WHEREAS, the funding for the professional support services shall be funded through the project's respective funding sources. Task Order No. 2 will be funded through the additional interest earnings in the American Rescue Plan Act (ARPA) Fund and Task Order No. 3 will be funded through Measure X Funding; and

WHEREAS, both projects are categorically exempt under Class 1 Existing Facilities, as they have met the qualifying criteria provided under CEQA Guidelines Section 15301.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that:

1. The Consulting Services Agreement Task Order No. 2 between the City of Soledad and 360 PSM for DIR labor compliance support services for the Community Center Building Modernization Project in the not to exceed amount of $24,270, a copy of which is attached hereto as **Exhibit A,** and by this reference incorporated herein, is hereby approved,
2. The Consulting Services Agreement Task Order No. 3 between the City of Soledad and 360 PSM for DIR labor compliance support services for the Front Street Maintenance Project in the not to exceed amount of $23,472, a copy of which is attached hereto as **Exhibit B,** and by this reference incorporated herein, is hereby approved,
3. The City Manager is hereby authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th of September by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

Exhibit A

360PSM

TASK ORDER FOR PROFESSIONAL SERVICES

Task Order No. 2

1. Pursuant to the Non-Exclusive Consulting Services Agreement for professional support services Dated July 1, 2024 ("Agreement") between the City of Soledad ("City") and 360PSM ("Consultant") City hereby requests that Consultant provide services for the following Project: **Labor Compliance Services for Community Center Building Modernization CIP Number: F23-08.**

2. Consultant shall provide the following services: See Attached Proposal.

3. Consultant services for the project are to commence on July 1, 2024

4. Consultant shall be compensated for its services for the project as follows: See Attached Proposal ($24,268).

City and Consultant agree to the terms and conditions of this Task Order, and upon execution of this Task Order by both parties, this Task Order shall be approved, subject to all terms and conditions contained therein and in the Agreement, and this Task Order shall be appended to and become a part of the Agreement. To the extent there may be a conflict between the consultant proposal terms and the agreement, the City's agreement language prevails.

City of Soledad

_____

By: Megan Hunter

Date: _____

360PSM

_____

By: _____

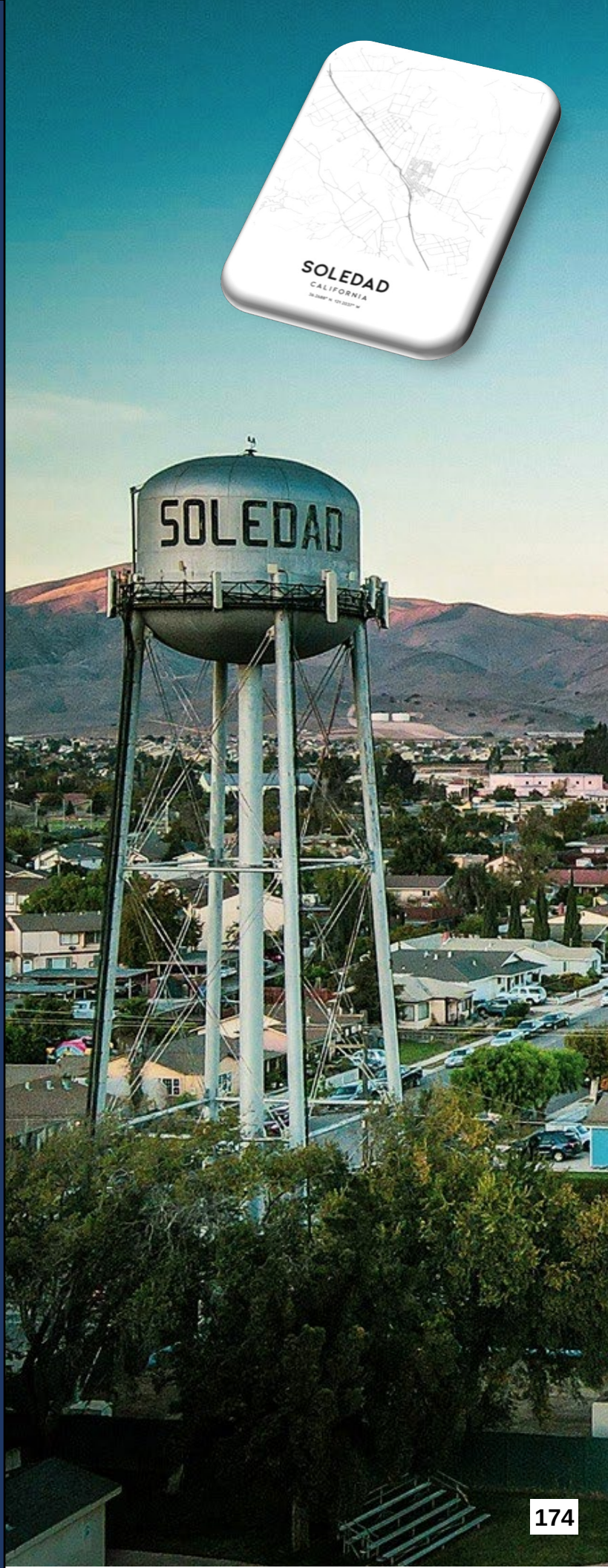
Date: _____

Labor Compliance Monitoring Officer-Analyst

Community Center Building Modernization
CIP NUMBER: F23-08
For
City of Soledad

Donald Wilcox, PE
Public Works Director/City Engineer
City of Soledad
831.223.5124

Catalina Ferreto
President
360PSM INC.
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven DR
Salinas, CA 93908



6-10-2024

Donald Wilcox, PE
Public Works Director/City Engineer
City of Soledad
831.223.5124

Subject: Proposal for Labor Compliance Services for Community Center Building Modernization CIP NUMBER: F23-08 for City of Soledad

Dear Mr. Wilcox

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1001158288

Supporting the **City of Soledad.** will be Catalina Ferreto, President of 360PSM. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure project**. 360PSM** is committed to working with the **City of Soledad for** the **Community Center Building Modernization CIP NUMBER: F23-08 for City of Soledad**

360PSM will provide the following services.

- **Labor Compliance Services**

We look forward to working with you and the other team members on this important project for the for The **City of Soledad.** The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com

Catalina Ferreto
360PSM INC.
President
831-500-1263
Catalina@360PSM.com

Project Information / Understanding

Location and Description. The Project is located **560 Walker Dr.** in the City of Soledad, County of Monterey, and is described as follows:

See the bid documents for a full scope of work, a partial list includes the following:
Selective Demolition, Kitchen remodel, Restroom remodel, Stage Lift, Accessibility Upgrades (parking, signs, doors, hardware, etc), Electrical, Mechanical & Plumbing

1) Base Bid
a. Kitchen Remodel
b. ADA upgrades (Parking, Site, Doors)

2) Separate Line Items to
a. Base Bid Stage Lift
b. Stage electrical/lighting

3) Bid Alternates:

a. Gym Lighting
b. Restroom Remodel
c. Site Work: Trash Enclosure, Site Lighting

Time for Final Completion. The Project must be fully completed within 150 calendar days

Project Cost $917,169.00

General scope of work:

Kick off meeting

1. Participate in Kick off meeting

Project Meetings

1. 360PSM will assist project meetings as need it.

Labor Compliance Monitoring analysis and coordination

1. Review contract provisions and labor compliance requirements with the project team.

2. Determine the specific labor standards and dates of effect for Wage Federal Davis Bacon and State Prevailing Wages for the construction project

3. Set up and maintain all compliance files and documents relating to prevailing wage for Federal Davis Bacon and State Prevailing Wages activities.
4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.

5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.

6. Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.

7. Verify that certified payroll records are submitted by prime contractors and their subcontractors

8. As need it . Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.

9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.

11. Monitor the submittal of Training Fund Contribution Reports.

12. Monitor workforce utilization reports to verify trade and apprenticeship participation.

13. Identify violations and investigate complaints of underpayment to workers.

14. Notify regarding delinquent, uncertified, inaccurate, and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.

2. Calculate and recommend the amount of wages that will be withheld from the contractor's payments/retention.

3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation.

Compensation

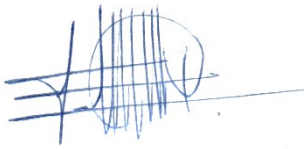
We have reviewed the contract documents and have developed an estimate of the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond the project duration shown below, the fee would be extended at the following rate.

Description	Hours	Rate	Total
Labor Compliance Monitoring Officer-Analyst	156	$132.61	$20,687
Labor Compliance Interviews	9	$132.61	$5,967
Total:			$24,268

Conclusion

We look forward to working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto
President
360PSM
(831)500-1263
www.360psm.com

Exhibit B

360PSM

TASK ORDER FOR PROFESSIONAL SERVICES

Task Order No. 3

1. Pursuant to the Non-Exclusive Consulting Services Agreement for professional support services Dated July 1, 2024 ("Agreement") between the City of Soledad ("City") and 360PSM ("Consultant") City hereby requests that Consultant provide services for the following Project: **Labor Compliance Services for Front Street Maintenance Project City Project No. T23-01.**

2. Consultant shall provide the following services: See Attached Proposal.

3. Consultant services for the project are to commence on July 1, 2024.

4. Consultant shall be compensated for its services for the project as follows: See Attached Proposal ($23,472).

City and Consultant agree to the terms and conditions of this Task Order, and upon execution of this Task Order by both parties, this Task Order shall be approved, subject to all terms and conditions contained therein and in the Agreement, and this Task Order shall be appended to and become a part of the Agreement. To the extent there may be a conflict between the consultant proposal terms and the agreement, the City's agreement language prevails.

City of Soledad

_____

By: Megan Hunter

Date: _____

360PSM

_____

By: _____

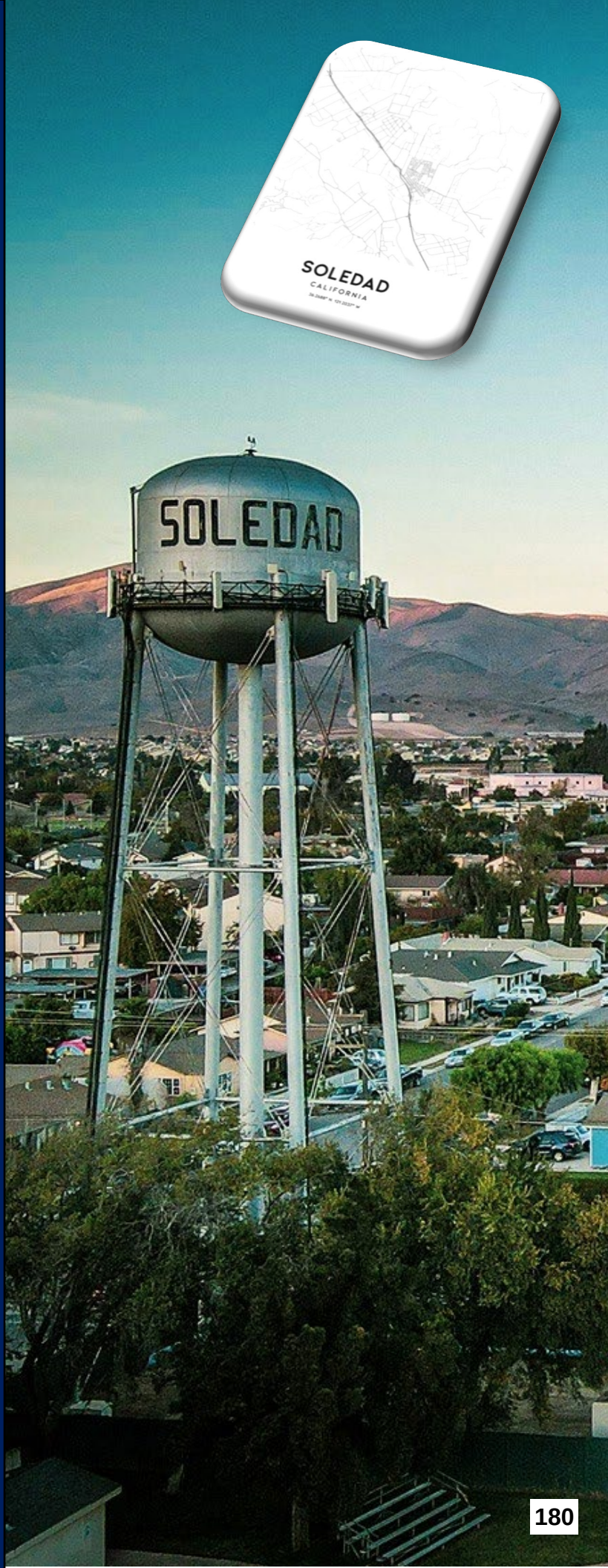
Date: _____

Labor Compliance Monitoring Officer-Analyst

Front Street Maintenance Project
City Project No. T23-01
City of Soledad

Donald Wilcox, PE
Public Works Director/City Engineer
City of Soledad
831.223.5124

Catalina Ferreto
President
360PSM INC.
Labor Compliance Monitoring Officer- Analyst
18110 Stonehaven DR
Salinas, CA 93908



6-27-2024

Donald Wilcox, PE
Public Works Director/City Engineer
City of Soledad
831.223.5124

Subject: Proposal for Labor Compliance Services for the Front Street Maintenance Project City Project No. T23-01 For City of Soledad

Dear Mr. Wilcox

360PSM is a Certified Woman Minority Business Enterprise (WMBE) founded in 2018. State of California Certified Disadvantaged Business Enterprise (DBE #45909), California Small Business for Purpose of Public Works (SB-PW) certification (ID 2019749), registered with the State of California Department of Industrial Relations, Registration Number: PW-LR-1001158288

Supporting the **City of Soledad.** will be Catalina Ferreto, President of 360PSM. **360PSM** recently provided non-engineering support services on a Federally Funded infrastructure project and on a State of California funded infrastructure project**. 360PSM** is committed to working with the **City of Soledad for** the **Front Street Maintenance Project City Project No. T23-01 For City of Soledad**

360PSM will provide the following services.

- **Labor Compliance Services**

We look forward to working with you and the other team members on this important project for the for The **City of Soledad.** The main point of contact for this project is Catalina Ferreto and she can be reached by phone at 831-500-1263 by mail at 18110 Stonehaven Dr, Salinas CA, 93908 or via email at Catalina@360PSM.com

Catalina Ferreto
360PSM INC.
President
831-500-1263
Catalina@360PSM.com

Project Information / Understanding

Project Information.

Location and Description. The Project is located on Front Street between Moranda Road near Highway 101 to the intersection with Nestles Road within City of Soledad, County of Monterey, and is described as follows:
Civil work includes, but is not limited to, maintenance activities including a 2-inch grind and inlay of asphalt pavement, removal of existing trees between Benito Street and Oak Street, removal and replacement of sections of curb and gutter along between West Street and Oak Street, removal and replacement of sidewalk along between West Street and Oak Street, removal of lighting bollards, addition of truncated domes, addition of driveway aprons, removal of one existing catch basin, installation of one new Type GO catch basin, installation of new 18-inch storm drain pipe, installation of one new storm drain manhole, installation of new trees, removal of detector loops, new signing and striping roadway.
Landscape work includes, clearing and grubbing of landscape pockets at existing curb extensions, planting of 23 new trees along Front Street between Benito Street to East Street, installation of new landscape at existing curb extensions, and irrigation retrofits to the existing planters.
Signal and Lighting work includes replacement of 86 LED luminaries at existing street light poles along project limits of Front Street, Installation of pull boxes, installation of one signal video detection system, and modification of two existing signal video detection system.

Time for Final Completion: The Project must be fully completed within **120 calendar days** from the start date set forth in the Notice to Proceed. City anticipates that the Work will begin on or about May 15, 2024, but the anticipated start date is provided solely for convenience and is neither certain nor binding.

Estimated Cost. The estimated construction cost is **$4,059,748.**

General scope of work:

Kick off meeting

1. Participate in Kick off meeting

Project Meetings

1. 360PSM will assist project meetings as need it.

Labor Compliance Monitoring analysis and coordination

1. Review contract provisions and labor compliance requirements with the project team.

2. Determine the specific labor standards and dates of effect for Wage Federal Davis Bacon and State Prevailing Wages for the construction project

3. Set up and maintain all compliance files and documents relating to prevailing wage for Federal Davis Bacon and State Prevailing Wages activities.

4. Set up and maintain labor compliance files tracking the prime contractor and subcontractors.

5. Attend pre-construction meetings to discuss prevailing wage requirements with contractor and subcontractors.

6. Review Contractor's compliance with all State and Federal required postings such as the prevailing wage rates and EEO policies as well as the Contractor's Affirmative Action Plan.

7. Verify that certified payroll records are submitted by prime contractors and their subcontractors

8. As need it . Conduct Employee Field Interviews to confirm worker classification and wage rate of the project workforce conforms to the applicable contract provisions.

9. Reconcile Weekly Certified Payroll Reports (CPR) & supporting documentation with wage decision and employee field interviews. Perform continuous and timely monitoring reviews of CPRs and related submissions for compliance.

10. Review and verify Fringe Benefit Statements are consistent with the contract provisions and State of California requirements.

11. Monitor the submittal of Training Fund Contribution Reports.

12. Monitor workforce utilization reports to verify trade and apprenticeship participation.

13. Identify violations and investigate complaints of underpayment to workers.

14. Notify regarding delinquent, uncertified, inaccurate, and improperly completed payroll records and recommend appropriate corrective action for lack of strict compliance.

Wage Underpayment and Restitution Activities

1. Identify wage underpayment through audits of payroll documents, during onsite employee interviews or by complaints filed by workers on the project.

2. Calculate and recommend the amount of wages that will be withheld from the contractor's payments/retention.

3. Prepare documentation that list the week endings worked, the name of the worker, trade classification, number of hours worked, rate paid, correct prevailing wage rate and the amount due each worker. Prepare and submit documentation.

Compensation

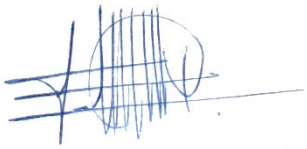
We have reviewed the contract documents and have developed an estimate of the following fee for labor compliance and monitoring prevailing wages. This estimate is based on an average construction project, however, there are factors beyond our control such as the performance of the contractor to complete the work on time and the number of underpayment violations. If project services are needed beyond the project duration shown below, the fee would be extended at the following rate.

Description	Hours	Rate	Total
Labor Compliance Monitoring Officer-Analyst	132	$132.61	$17,505
Labor Compliance Interviews	15	$132.61	$5,967
Total:			$23,472

Conclusion

We look forward to working with you on this important project. Please contact Catalina Ferreto at (831)500-1263 or email catalina@360psm.com

Sincerely,



Catalina Ferreto
President
360PSM
(831)500-1263
www.360psm.com

AGENDA ITEM NO. 12.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6151, A Resolution of the City Council of the City of Soledad Approving Consultant Services Agreement with Mark Miller & Associates in the Amount not to Exceed $32,500 for Design Services for Soledad CIP #S01 – Manholes Rehabilitation/Replacement Project, and Authorizing the City Manager to Execute said Agreement on Behalf of the City of Soledad**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6151 "Approving a Consultant Services Agreement with Mark Miller & Associates in the Amount Not to Exceed $32,500 for Design Services for Soledad CIP #S01 – Manholes Rehabilitation/Replacement Project, and Authorizing the City Manager to Execute said Agreement on Behalf of the City of Soledad".

Executive Summary

The Soledad Sanitary Sewer Master Plans as well as Wastewater Collections Division Staff have identified sanitary sewer manholes that should be rehabilitated or replaced entirely. On July 20, 2022, the Council approved Soledad CIP # S01 – WRF Manholes, a manhole rehabilitation design project for the large sanitary sewer interceptor manholes buried under the farm fields between Hwy 101 and the Soledad WRF, including the sanitary sewer line from CDCR to the Soledad WRF. This project, Soledad CIP #S01 – Manholes Rehabilitation/Replacement, includes rehabilitation of the smaller sanitary sewer collection system manholes throughout the City east of Hwy 101. Funding for this project will come from the Fiscal Year 2024-25 Wastewater Fund, Line Item 310-6100-5632 - Manholes Rehab/Replace - $101,850.

Background

The Soledad 2019 Sanitary Sewer Master Plan included a visual assessment to identify sanitary sewer manholes that should be rehabilitated or replaced entirely. In addition, Wastewater Collections Division Staff have a list of manholes that are failing, and many of the older brick manholes need to be re-grouted, repaired or replaced to maintain structural integrity.

On July 20, 2022, Council approved Soledad CIP # S01 – WRF Manholes, to excavate and perform condition assessments of the large sanitary sewer interceptor manholes buried under the farm fields between Hwy 101 and the Soledad WRF leading into the Soledad WRF on the west side of Hwy 101, including the sanitary sewer line from CDCR to the Soledad WRF. That assessment is complete, and the rehabilitation project for those manholes will be advertised for formal bids in the fall of 2024.

This project, Soledad CIP #S01 – Manholes Rehabilitation/Replacement, includes rehabilitation of the smaller sanitary sewer collection system manholes throughout the City east of Hwy 101.

Review & Analysis

This project includes the rehabilitation of manholes located throughout the City on the east side of Hwy 101, which have deficiencies as identified by City Wastewater Collections Staff and/or as documented in the City's Sanitary Sewer Master Plans.

Rehabilitation may include but is not limited to, repairing cracked or sunken manhole covers, patching concrete deterioration, and lining the manholes with a protective coating. Manholes beyond rehabilitation shall be replaced. This is the first citywide sanitary sewer manhole maintenance project since at least 2010.

Miller and Associates was selected from the City's current on-call consultant list as available to assist with the design of this project and has direct experience with several prior manhole rehabilitation/replacement projects. The City's standard consultant agreement form will be used.

Financial Considerations

Funding for this project will come from the Fiscal Year 2024-25 Wastewater Fund, Line Item 310-6100-5632 - Manholes Rehab/Replace - $101,850.

Alternatives

- Approve the resolution as presented; or
- Reject the proposed resolution, which is not recommended as sanitary sewer system maintenance is necessary to maintain collection system integrity and prevent sanitary sewer overflows (SSO)

Planning/CEQA

Pursuant to Section 21065 of the CEQA guidelines, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. The proposed consideration is entering into an agreement with Mark Miller & Associates for the #S01- Manhole Rehabilitation/replacement project. This agreement will not cause a direct physical change to the environment and will not cause a reasonable foreseeable indirect physical change into the environment. The Project itself, The Manhole Rehabilitation/Replacement project, is subjected to CEQA and is Categorically Exempt Pursuant to Section 15301 Class 1 of the California Environmental Quality Act, which states the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6151
Exhibit A

RESOLUTION NO. 6151

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONSULTANT SERVICES AGREEMENT WITH MARK MILLER & ASSOCIATES IN THE AMOUNT NOT TO EXCEED $32,500 FOR DESIGN SERVICES FOR SOLEDAD CIP #S01 – MANHOLES REHABILITATION/REPLACEMENT PROJECT, AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the Soledad Sanitary Sewer Master Plans have included a visual assessment to identify sanitary sewer manholes that should be rehabilitated or replaced entirely. In addition, Wastewater Collections Division Staff have a list of manholes that are failing, and many of the older brick manholes need to be re-grouted, repaired or replaced to maintain structural integrity; and

WHEREAS, on July 20, 2022, Council approved a similar project, Soledad CIP # S01 – WRF Manholes, to excavate and perform condition assessments of the large sanitary sewer interceptor manholes buried under the farm fields between Hwy 101 and the Soledad WRF leading into the Soledad WRF on the west side of Hwy 101, including the sanitary sewer line from CDCR to the Soledad WRF; and

WHEREAS, this project, Soledad CIP #S01 – Manholes Rehabilitation/Replacement, includes the rehabilitation of manholes located throughout the City on the east side of Hwy 101, which have been identified to have deficiencies as determined by City Wastewater Collections Staff and/or as documented in the City's Sanitary Sewer Master Plans; and

WHEREAS, Miller and Associates was selected from the City's current on-call consultant list as available and with direct experience with several prior manhole rehabilitation/replacement projects; and

WHEREAS, Funding for this project will come from the Fiscal Year 2024-25 Wastewater Fund, Line Item 310-6100-5632 - Manholes Rehab/Replace - $101,850; and

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that a Consultant Services Agreement with Mark Miller and Associates, in the amount of $31,260, a copy of which is attached hereto as **Exhibit A,** and by this reference incorporated herein, is hereby approved, and the City Manager is authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND MARK MILLER & ASSOCIATES CIVIL ENGINEERING

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Mark Miller & Associates Civil Engineering ("Consultant") (together sometimes referred to as the "Parties") as of September 4, 2024, (the "Effective Date").

Section 1. **SERVICES**. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 4, 2026, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 **Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 **Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 **Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 **Public Works Requirements.** Because the services described in Exhibit A include "work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work," the services constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. N/A

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **$32,500,** notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this

Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 **Invoices.** Consultant shall submit invoices, not more often than once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;
- At City's option, for each work item in each task, a copy of the applicable time entries or time sheets shall be submitted showing the name of the person doing the work, the hours spent by each person, a brief description of the work, and each reimbursable expense;
- The total number of hours of work performed under the Agreement by Consultant and each employee, agent, and subcontractor of Consultant performing services hereunder;
- The Consultant's signature;
- Consultant shall give separate notice to the City when the total number of hours worked by Consultant and any individual employee, agent, or subcontractor of Consultant reaches or exceeds 800 hours within a 12-month period under this Agreement and any other agreement between Consultant and City. Such notice shall include an estimate of the time necessary to complete work described in Exhibit A and the estimate of time necessary to complete work under any other agreement between Consultant and City, if applicable.

2.2 **Monthly Payment.** City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.

2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed $ 0 . Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. **FACILITIES AND EQUIPMENT.** Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall

be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. **INSURANCE REQUIREMENTS.** Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $ 1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 **Commercial General and Automobile Liability Insurance.**

4.2.1 **General requirements.** Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property

resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 **Minimum scope of coverage.** Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 **Additional requirements.** Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance 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.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 **Professional Liability Insurance.**

4.3.1 **General requirements.** Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than**$**1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 **Claims-made limitations.** The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 **Additional Requirements.** A certified endorsement to include contractual liability shall be included in the policy

4.4 **All Policies Requirements.**

4.4.1 **Acceptability of insurers.** All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 **Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 **Wasting Policies.** No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 **Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 **Remedies.** In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.** Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective

professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 **Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 **Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 **Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final

approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Don Wilcox, Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:
Mark A. Miller, P.E
Mark Miller & Associates Civil Engineering
250-C Main Street
Klamath Falls, Oregon 97601

Any written notice to City shall be sent to:
Megan Hunter, City Manager
City of Soledad
P.O. Box 156
Soledad, CA 93960
mhunter@cityofsoledad.gov

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A & B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there may be a conflict between the consultant proposal terms and the agreement, the City's agreement language prevails.

Exhibit A	Scope of Services
Exhibit B	Payment Schedule

10.13 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD

_____
Megan Hunter, City Manager

Attest:

_____
Megan Hunter, City Clerk

Approved as to Form:

_____
Michael Rodriquez, City Attorney

CONSULTANT: Mark Miller & Associates

_____
Mark A. Miller, P.E.

EXHIBIT A

SCOPE OF SERVICES

.

MARK MILLER & ASSOCIATES
CIVIL ENGINEERING

Exhibit A

September 19, 2024

Mr. Don Wilcox, P.E.
Public Works Director
City of Soledad
P.O. Box 156
Soledad, California 93960

Re: Civil Engineering Proposal
Manhole Rehabilitation/Replacement Project
City of Soledad, California

Dear Mr. Wilcox,

Thank you for giving us this opportunity to furnish the City with a Civil Engineering Proposal for the Manhole Rehabilitation/Replacement Project for the East side of the City. Pursuant to our discussions, the City would like to rehabilitate or replace sanitary sewer manholes within the wastewater collection system up to the maximum annual budget of $100,000. City staff will identify the manholes needing to be evaluated for rehabilitation and/or replacement (approximately 20 manholes).

Based upon our understanding of the project, Mark Miller and Associates hereby proposes to provide the following civil engineering services (Tasks) for the referenced project:

1. Assist staff as needed to identify manholes needing rehabilitated or replacement.
2. Conduct field observations of the 20 manholes identified by staff and obtain structure information at each location (photographs, type of construction, depth of manhole, diameter of manhole, pipe size and type, and other applicable information needed for design and bidding by contractor).
3. Research alternative repair methods and products and/or replacement options.
4. Prepare exhibits to be included in the project specifications that shows location of each manhole, type, depth and other applicable information needed for bidding purposes
5. Prepare construction bid documents including City's standard boiler plate (modified for project), special provisions, technical specifications and exhibits.
6. Prepare probable cost of construction estimate for use by City in budgeting project.
7. Assist City during project bidding by reviewing contractor's RFI's, attending the pre-bid meeting by telephone (if requested), and issuing all necessary addendums (if required).
8. Assist City with during construction services (limited to: attend preconstruction conference by telephone, conduct submittal reviews, prepare change orders, and other administrative support)

Services specifically excluded from this proposal includes all items not specifically identified in Tasks 1-8 above which include but are not limited to: utility locates, field topographic surveys, geotechnical investigations, traffic control plans (by contractor), SWPPP (by contractor), by-pass pumping plans (by

250-C Main Street, Klamath Falls, Oregon 97601
Phone: 541-281-2128 Fax: 541-885-3920 Email: mmiller.pe@charter.net

contractor), during construction administration other than that listed in Task 8 above, during construction observation services, construction management services.

Estimated level of effort associated with Tasks 1-8 above is 115-120 hours at an estimated cost of $31,260. Therefore, Mark Miller & Associates hereby proposes to complete Tasks 1-8 on a Time and Material Basis (per attached Fee Schedule) with a Not-to Exceed Price of $32,500 without prior written approval by City.

We hope this proposal meets with your satisfaction and look forward to working with you on this much needed project.

If you have any questions, please call.

Sincerely,

Mark A. Miller

Mark A. Miller, P.E.
Principal

250-C Main Street, Klamath Falls, Oregon 97601

Phone: 541-281-2128 *Fax: 541-885-3920* *Email: mmiller.pe@charter.net*

EXHIBIT B

COMPENSATION SCHEDULE

2024 FEE SCHEDULE

ENGINEERING COSTS

Principal Engineer	$ 290.00 per hour
Senior Engineer/Project Engineer	$ 265.00 per hour
Technician/Draftsperson	$ 195.00 per hour
Clerical Staff	$ 110.00 per hour

EXPENSES

Mileage	Current IRS Standard Rate
Postage and Handling	Cost
Photocopies	$0.15 each
Blackline Prints	$3.00 each
Photography	Cost
Msc. Expenses	Cost
Outside Services:	Invoice Cost plus 10% for Administrative Services

** Fees subject to adjustment during January of each year.

*** All past due accounts of 30 days or more will be assessed a 1 ½ % per month delinquency charge

250-C Main Street, Klamath Falls, Oregon 97601

Phone: 541-281-2128 *Fax: 541-885-3920* *Email: mmiller.pe@charter.net*

AGENDA ITEM NO. 13.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6152, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 2 with In Studio Architecture for $20,000 to Provide Additional Construction Management Support Services For a Total Amount Not to Exceed Amount of $75,000 for the Soledad Fire Department Aerial Apparatus Bay Project and Authorizing the City Manager to Execute Said Task Order Amendment on Behalf of the City of Soledad**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director, Alex Ramos, Assistant Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad Consider and Adopt Resolution No. 6152, "A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 2 with In Studio Architecture for $20,000 to Provide Additional Construction Management Support Services For a Total Amount Not to Exceed Amount of $75,000 for the Soledad Fire Department Aerial Apparatus Bay Project and Authorizing the City Manager to Execute Said Task Order Amendment on Behalf of the City of Soledad".

Executive Summary

On January 11, 2023, Soledad City Council approved an agreement between the City of Soledad and In Studio Architecture ("ISA") for the Design and Construction Management of the Soledad Fire Department Aerial Apparatus Bay Project ("Apparatus Bay Project"). The original contract had limited funding for site design. However, as discussions proceeded with the Soledad Police and Fire (CALFIRE) Departments, it was clear that the site plan needed to be revised to address potential circulation conflicts between police and fire vehicles, improve exiting conditions, and reduce impacts to the park. The new site plan also requires additional construction work that was not contemplated in the original scope. An amendment to the Consulting Services Agreement Task Order No. 2 with In Studio Architecture for an amount of $20,000 is necessary to provide the additional construction management support services for the more involved site work.

Background

The City received $2 million through the State of California earmark from Senator Caballero to purchase a new fire engine with a ladder attachment and on January 11, 2023, the City Council authorized the purchase of a 2023 Sparta/Smeal 105-foot Quint Aerial Apparatus (Ladder Truck). With the purchase of a new ladder truck, the City also needed an apparatus bay to keep it safely housed and protected. Consequently, on January 11, 2023, the City Council also approved an agreement between the City of Soledad and In Studio Architecture for the Design and Construction Management of the Soledad Fire Department Aerial Apparatus Bay Project.

Because of the use of American Rescue Plan Act (ARPA) funding and to expedite development ahead of the scheduled arrival of the new ladder truck, development of the Apparatus Bay Project was bid in two phases: Phase 1 – the building and foundation and Phase 2 – site improvements. On August 21, 2024, the City Council approved a contract for site improvements (Phase 2) with Monterey Peninsula Engineering in the amount of $858,343 plus a 10% contingency for a total not to exceed amount of $944,177 for Phase 2.

Review & Analysis

As part of this project, it was anticipated that there would be a minimal site improvements needed to accommodate the new Apparatus Bay. After discussing the project in more detail with the Soledad Police and Fire (CALFIRE) Departments, it was clear more attention needed to be paid to overall circulation of the police and fire vehicles and safe exiting onto Monterey or Main Street. City staff also endeavored to preserve as much of Albert Bill Ramus Park as possible. Given these challenges, additional design efforts were required to perform an analysis of the City's options in locating the building.

During the design, turning templates were performed to evaluate the existing configuration of the parking lot to ensure the ladder truck had sufficient space to maneuver through the site and the existing pavement along the alignment had sufficient structural integrity to support such a large vehicle. Consideration of the size and effort required to reverse the ladder truck into the facility as is done with the traditional fire engines was discussed. Unfortunately such a maneuver is far too difficult to perform given the existing conditions on Monterey Street and traffic.

Moreover the proposed location of the Apparatus Bay between Bill Ramus Park and the Fire Station, eliminates an exit for the Police Department, forcing them to either exit onto Soledad Street or Main Street. The City Hall complex has an existing corridor that allows the Police Department to exit onto Main Street. However, this exit currently has diagonal parking, a gas utility, and a significant dip on the driveway approach when exiting making it difficult for responding officers to exit in an emergency. Thus, this project required a redesign of the parking lot and displacement of some of the diagonal parking, relocation of the gas utility line, and other site improvements necessary to ensure that the exit onto Main Street is safe and seamless for the Police Department.

To ensure the revised site plan was incorporated into the bidding package to avoid costly change orders, the budget for construction management was used to help supplement this extra design work. In addition these modifications led to more extensive site improvements increasing the scope of construction management services required. Therefore, it is recommended that the City Council approve an amendment to Task Order No. 2 with In-Studio Architecture for a total amount of $20,000 for the additional construction management support services. This amount is not a lump sum and is an

estimated amount for the remaining efforts needed to complete this project. Additionally, the City is utilizing the Contract Building Official to help supplement the onsite inspections to provide cost savings to the Construction Management efforts wherever possible.

Financial Considerations

Funding for this amendment to support the construction management of both phases of the Fire Station Aerial Apparatus Bay Project shall come from the Fire Impact Fees (Legacy Funds).

Alternatives

- Approve the resolution as presented; or
- Do not approve the resolution. This is not recommended as construction needs to be expedited and seamless communication between the architect, Monterey Peninsula Engineering, and the City is need to minimize delays and change orders.

Planning/CEQA

The Soledad Fire Department Aerial Apparatus Bay Project, which involves the installation of a metal prefabricated building next to an existing fire station on an improved site, is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) under Guidelines Section 15332 – Infill (Class 32). This Project is exempt because it meets the following conditions: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies and zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. (c) The project site has no value as a habitat for endangered, rare, or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air, or water quality. (e) All required utilities and public services can adequately serve the site.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6152
Exhibit A - TO 2 Amendement No. 1

RESOLUTION NO. 6152

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AMENDMENT TO CONSULTING SERVICES AGREEMENT TASK ORDER NO. 2 WITH IN STUDIO ARCHITECTURE FOR $20,000 TO PROVIDE ADDITIONAL CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR A TOTAL NOT TO EXCEED AMOUNT OF $75,000 FOR THE AERIAL APPARATUS BAY PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID TASK ORDER AMENDMENT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the City received a $2 million earmark through the State of California from Senator Caballero to purchase a new fire engine with a ladder attachment; and

WHEREAS, on January 11, 2023, Council approved the purchase of this ladder truck with an 18-to-24-month delivery time, necessitating the expedited development of an apparatus bay to house this truck safely; and

WHEREAS, on January 11, 2023, the City Council also approved an agreement between the City of Soledad and In Studio Architecture for the design and construction management of the Soledad Fire Department Aerial Apparatus Bay Project ("Apparatus Bay Project"); and

WHEREAS, on May 15, 2024, the City Council approved a contract for construction services with Monterey Peninsula Engineering for Phase 1 – metal prefabricated building and foundation, and subsequently, on August 21, 2024, the City Council also approved a contract for construction services with Monterey Peninsula Engineering for Phase 2 – site improvements for the Apparatus Bay Project; and

WHEREAS, as part of this project, additional design work beyond the original scope was needed to address potential circulation conflicts between police and fire vehicles, improve exiting conditions, and minimize impacts to Albert Bill Ramus Park to preserve more park space; and

WHEREAS, the budget for construction management was used to help supplement the needed design work to complete the revised site plan for the bidding package in order to avoid costly change orders;

WHEREAS, revisions to the site plan resulted in more extensive site improvements, such as the relocation of a gas utility line and additional safety measures to improve exiting onto Main Street, therefore increasing required construction management services beyond what was contemplated in the original scope; and

WHEREAS, the amendment to Task Order No. 2 with In-Studio Architecture shall be funded through the Fire Impact Fees (Legacy Fund); and

WHEREAS, this project is Categorically Exempt pursuant to the California Environmental

Quality Act (CEQA) under Guidelines Section 15332 – Infill (Class 32). This Project is exempt because it meets the following conditions: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies and zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. (c) The project site has no value as a habitat for endangered, rare, or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air, or water quality. (e) All required utilities and public services can adequately serve the site.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Soledad that Amendment No. 1 to the Consulting Services Agreement Task Order No. 2 between the City of Soledad and In Studio Architecture for $20,000 for a total not to exceed contract amount of $75,000 in the form attached hereto as **"Exhibit A"** and incorporated by this reference, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

Exhibit A

AMENDMENT NO. 1

Architect:	ISA In Studio Architecture 250 Main Street Salinas, CA 93901	**Client:**	City of Soledad 248 Main Street Soledad, CA 93960
Architect Contact:	Alex Reynoso	**Client Contact:**	Don Wilcox
Agreement Date:	January 11, 2023	**Amendment Date:**	August 19, 2024
Project Name:	Soledad Fire Station - Apparatus Bay	**Description:**	Design Services
Job No:	#2255	**Client Ref:**	

A. Scope of Services

In Studio Architecture was asked to provide design services for the new Fire Station Apparatus Bay and separate the project into two bid packages along with separate permitting package. This was necessary to acquire the building contractor early. This amendment is to add time for the extended and more complex bidding and construction phasing of the project. This additional scope increases the fee by $20,000 as outlined below.

B. Compensation

1. The Client agrees to increase the overall project compensation to a new total of Seventy-Five Thousand Dollars ($75,000).

Added Scope:	$20,000

Description Fees	
Original Fee	
Task #01	$10,000
Task #02	$45,000
Increased Amount	$20,000
New Total	$75,000

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.

Approved and Accepted:	Approved and Accepted:
Architect: ISA In Studio Architecture	Client: City of Soledad
Signature:	Signature:
Printed Name: Alex Reynoso, AIA C29184	Printed Name:
Title: Architect	Title:
Date: 08-19-2024	Date:

AGENDA ITEM NO. 14.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6153, A Resolution of the City Council of the City of Soledad Approving Sponsorship and Street Closure of Front Street Between Main Street and Soledad Street for the 5th Annual Spook Fest**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Kao Nou Yang, Community and Economic Development Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and approve Resolution No. 6153, "Approving Sponsorship and Street Closure of Front Street between Main Street and Soledad Street for the 5th Annual Spook Fest".

Executive Summary

Over the last four years, the City of Soledad has partnered with Front Street, a local community group to host an annual Halloween event known as Spook Fest. The event was first conceived at the time of the pandemic featuring a parade when social distancing precluded traditional 'trick or treating'. Since then, the event has evolved, bringing safe and fun activities to the heart of Downtown Soledad in partnership with the local business community. Last year, this event was sponsored by the Community & Economic Development and Parks and Recreation Departments and the departments would like to sponsor the event again with Council approval. Staff is also requesting approval to close Front Street between Main Street and Soledad Street on October 31st, 2024, from 2pm-7pm including an hour for set-up and clean-up.

Background

The City of Soledad has been supporting Spook Fest in partnership with Front Street since 2020. In past years, Spook Fest included a street parade and was then scaled back to focus on activities in Cesar Chavez Park and along Front Street parking. This year's event will mirror the activities that took place last year.

Review & Analysis

Soledad residents have come to embrace Spook Fest and it is a great way to connect businesses and residents, add vibrancy to the Downtown and create a safe and fun event for local families. As a result of these benefits, City Departments are proposing continued sponsorship and participation in the event.

This event is scheduled on October 31st, 2024, from 2pm to 7pm including an hour for set-up and clean-up.

Spook Fest has been a success for the past four years by providing a safe environment to celebrate Halloween. Front Street, a local community group that coordinates the event, has worked hard to ensure that its well organized and minimizes the resources needed from the City especially from public safety.

The event will be hosted at Cesar Chavez Park and include the parking areas along the edge of the park. To provide a safe pedestrian area, Staff is requesting approval to close Front Street, from Main Street to Soledad Street. This closure will help to accommodate Spook Fest activities like carnival games, costume contests, a car decorating contest, live music, and trunk-or-treat. The street closure and traffic flow map is shown on Attachment 1 provided herein.

The Community and Economic Development Department is taking the lead on the City's partnership with Front Street and will be responsible for providing business outreach and ensuring businesses along Front Street are minimally impacted.

Financial Considerations

City staff time and minimal supplies have already been budgeted as part of departmental budgets.

Alternatives

1. Approve the Street Closure for the 5th Annual Spook Fest.
2. Deny the Street Closure for the 5th Annual Spook Fest and provide direction to Staff.

Planning/CEQA

The proposed sponsorship and associated request for the temporary street closure, waiving of the park fee, and in-kind services are considered exempt under the CEQA Guidelines Section 15304 (e) Class 4 Minor Alteration to Land. Pursuant to CEQA minor temporary land use with minimal or no permanent effects on the environment, such as carnivals and Christmas tree sales, are exempt.

Public Notice Requirements

None

Attachment(s):
Resolution_No._6153
2024 Spookfest Map

RESOLUTION NO. 6153

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING SPONSORSHIP AND STREET CLOSURE OF FRONT STREET BETWEEN MAIN STREET AND SOLEDAD STREET FOR THE 5TH ANNUAL SPOOK FEST

WHEREAS, over the last four years, the City of Soledad has partnered with Front Steet, a local community group to host an annual Halloween event known as Spook Fest; and

WHEREAS, the event was first conceived at the time of the pandemic featuring a parade when social distancing precluded traditional 'trick or treating'; and

WHEREAS, the event has evolved bringing safe and fun activities to the heart of Downtown Soledad in partnership with the local business community; and

WHEREAS, Soledad residents have come to embrace Spook Fest and it is a great way to connect businesses and residents, add vibrancy to the Downtown and create a safe environment for local families on Halloween; and

WHEREAS, as a result of these benefits, Staff recommends continued sponsorship and participation in the event, scheduled for October 31st, 2024, at Cesar Chavez Park from 2pm-7pm including an hour for set-up and clean-up; and

WHEREAS, to provide a safe pedestrian area and accommodate Spook Fest activities like carnival games, costume contests, a car decorating contest, live music, and trunk-or-treat, it is proposed that Front Street between Main Street to Soledad Street be closed.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Soledad hereby approves City Sponsorship of the 5th Annual Spook Fest and temporary closure of Front Street between Main Street and Soledad Street on October 31, 2024, from 2:00 p.m. to 7:00 p.m.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 4th day of September 2024, by the following vote:

AYES, and in favor thereof Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

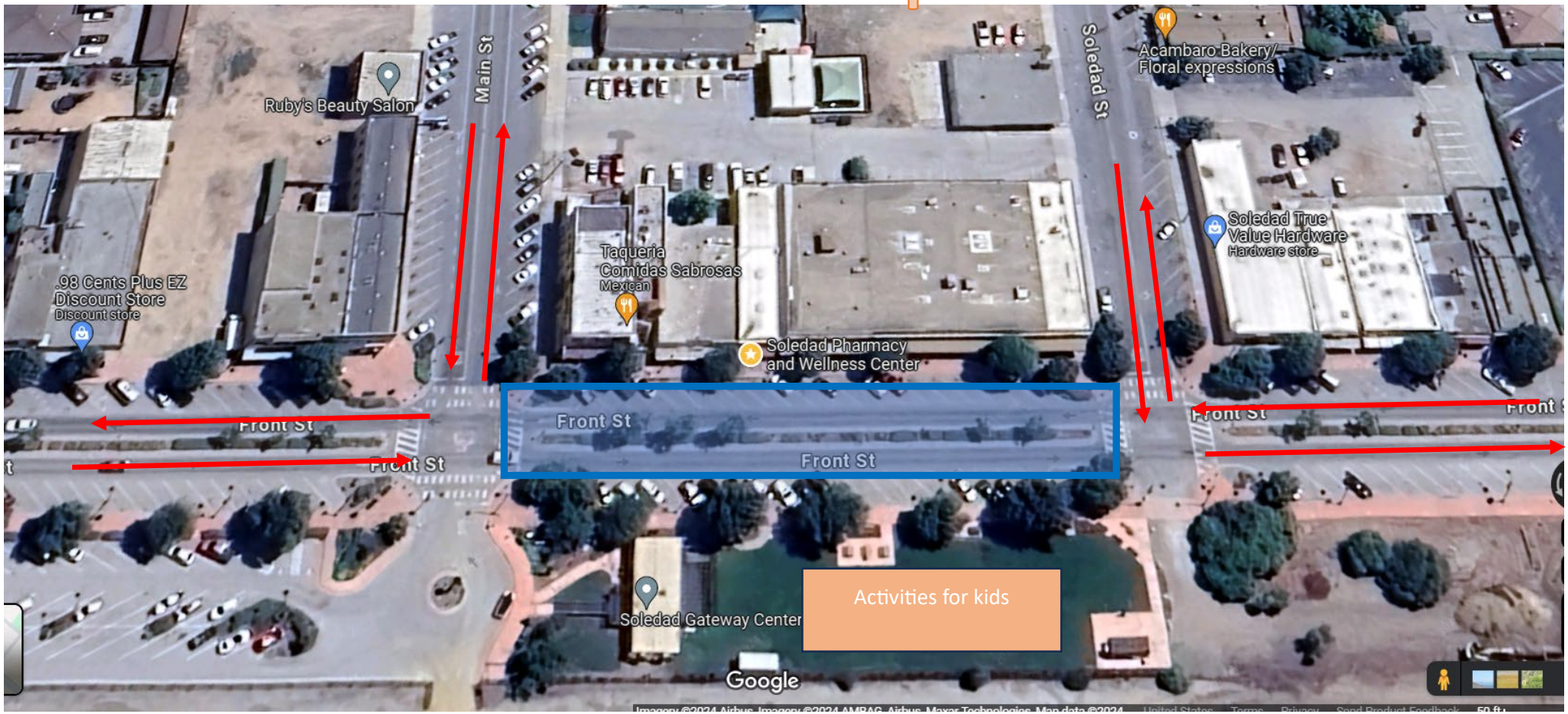
ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

2024 5th Annual Spook Fest



- Street Closure highlighted in Blue
- Flow of traffic in red arrows

AGENDA ITEM NO. 15.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6154, A Joint Resolution of the City Council of the City of Soledad/City Council As Board to the Successor Agency to the Soledad Redevelopment Agency/Board of the Soledad Successor Housing Agency/Soledad Housing Authority Executive Board Approving Amendment No. 1 to the Employment Agreement for City Manager/Successor Agency Director/Successor Housing Agency Director/Housing Authority Executive Director Services with Megan Hunter**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Rodriquez, City Attorney**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council/Successor Agency/Successor Housing Agency/Housing Authority consider and adopt Resolution No. 6154, "A Joint Resolution of the City Council of the City of Soledad/City Council as Board to the Successor Agency to the Soledad Redevelopment Agency/Board of the Soledad Successor Housing Agency/Soledad Housing Authority Board Approving Amendment No. 1 to the Employment Agreement for City Manager/Successor Agency Director/Successor Housing Agency Director/Housing Authority Executive Director Services with Megan Hunter."

Executive Summary

After a thorough recruitment process, the City of Soledad/Successor Agency/Successor Housing Agency/Housing Authority negotiated and entered into an Employment Agreement for City Manager/Director/Director/Executive Director ("Manager") services with Megan Hunter in May of 2023. Pursuant to Section 9 of the Agreement, the City Council is to perform an annual evaluation of Hunter's job performance, and the evaluation was completed on August 21, 2024. As a result of said evaluation, the City Council has agreed to four amendments to Hunter's Employment Agreement, namely, adjusting the total compensation by 4.0%; making a new contribution equal to 5% of salary to a deferred compensation plan; increasing the Managers' severance pay from five to six months; and increasing the Manager's administrative contracting authority from $25,000 to $50,000. The proposed changes are before the Council this evening for consideration and formal approval.

Background

After conducting a thorough recruitment in 2023, the City/Successor Agency/Successor Housing Agency/Housing Authority (hereafter collectively "City") entered into an Employment Agreement ("Agreement") with Megan Hunter in May of 2023. Pursuant to Section 9 of the Agreement, the City Council performed and completed a review of the City Manager's job performance on August 21, 2024, and thereafter considered proposed changes to several of the provisions in the Manager's Agreement. After agreeing to modifications, the Council directed the City Attorney to prepare an Agreement Amendment for subsequent Council consideration and approval this evening.

Review & Analysis

The proposed Amendment No. 1 to the Agreement addresses four issues. The first change is a 4% increase to the Manager's salary. The increase is retroactive to June 1, 2024, and will result in a new total annual salary of $239,200. Additionally, the City has agreed to contribute an amount equal to 5% of the Manager's annual salary, or $11,960, to an ICMA deferred compensation plan. The contribution is also retroactive to June 1, 2024. Both of these changes are comparable to salaries and benefits found in the employment agreements for other managers in Monterey County.

The third proposed modification will increase the Manager's severance pay from five to six months. In the current employment market, six months is the industry standard for city manager agreements. As a matter of past practice, the City has usually kept the severance term lower than the standard during the first year of a new contact for manager services, based in part on the experience of the manager and as a means of minimizing financial exposure in the event of a separation during what is essentially a trial year of service.

The fourth and final change to the Agreement will be to increase the Manager's administrative spending authority from $25,000 to $50,000. This change is meant to coordinate with the Council's recent adoption of Ordinance No. 770 which changed the bidding threshold for the purchase of supplies and equipment set forth in Soledad Municipal Code Chapter 3.24 to $50,000. This change will allow the Manager to purchase needed supplies and equipment costing less than $50,000 without bidding. As was noted at the time of the adoption of Ordinance No. 770, all expenditures in excess of $5,000 will still be reported to the Council and appear on warrant lists considered and approved at Council regular meetings.

With the exception of the changes referenced above, all of the other provisions of the Manager's Agreement will remain in full force and effect.

Financial Considerations

The cost of the proposed Amendment No. 1 to the Agreement can be absorbed in the current budget for City employees.

Alternatives

The Council/Agency/Agency/Authority has already given preliminary approval of the content of Amendment No. 1 to the Agreement and directed that an amendment be prepared to effectuate the above-referenced changes in compensation and benefits.

Planning/CEQA

The City of Soledad has determined that the proposed action is not a project as defined by the California

Environmental Quality Act (CEQA Guidelines Section 15378) and requires no further analysis.

Public Notice Requirements

N/A

Attachment(s):
Resolution No. 6154
Exhibit A

RESOLUTION NO. 6154

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD/CITY COUNCIL AS BOARD TO THE SUCCESSOR AGENCY TO THE SOLEDAD REDEVELOPMENT AGENCY/BOARD OF THE SOLEDAD SUCCESSOR HOUSING AGENCY/BOARD OF THE SOLEDAD HOUSING AUTHORITY APPROVING AMENDMENT NO. 1 TO THE EMPLOYMENT AGREEMENT FOR CITY MANAGER/SUCCESSOR AGENCY DIRECTOR/SUCCESSOR HOUSING AGENCY DIRECTOR/HOUSING AUTHORITY EXECUTIVE DIRECTOR SERVICES WITH MEGAN HUNTER

WHEREAS, after a thorough recruitment process, the City of Soledad/Successor Agency/Successor Housing Agency/Housing Authority negotiated and entered into an Employment Agreement for City Manager/Director/Director/Executive Director ("Manager") services with Megan Hunter in May of 2023; and

WHEREAS, per Section 9 of the Agreement, the City Council is to perform an annual evaluation of Hunter's job performance, and said evaluation was completed on August 21, 2024; and

WHEREAS, as a result of said evaluation, the City Council has agreed to four amendments to Hunter's Employment Agreement, namely, adjusting the total compensation by 4.0%; making a new contribution equal to 5% of salary to a deferred compensation plan; increasing the Manager's severance pay from five to six months; and increasing the Manager's administrative contracting authority from $25,000 to $50,000.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad, the City Council as the Board of the City of Soledad Successor Agency to the Soledad Redevelopment Agency, the City Council as the Board of the Soledad Successor Housing Agency and the Board of the Soledad Housing Authority, that "Amendment No. 1 to Employment Agreement," a copy of which is attached hereto as **Exhibit "A"** and by this reference incorporated herein, which amends Section 3. Duties, Section 4. Salary and Benefits, and Section 13. Termination, of the "Employment Agreement City Manager/Successor Agency Director/Successor Housing Agency Director/Soledad Housing Authority Executive Director" between the City/Successor Agency/Successor Housing Agency/Housing Authority and Megan Hunter, is hereby approved. The Mayor/Chair/Chair/Chair is hereby authorized to execute said Amendment on behalf of the City/Successor Agency/Successor Housing Agency/Housing Authority.

BE IT FURTHER RESOLVED that the City's Administrative Specialist is hereby directed to append Amendment No. 1 to City Manager/Director/Director/Executive Director Hunter's original Employment Agreement.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024, by the following vote:

AYES, and in favor thereof, COUNCIL/AGENCY/AGENCY/AUTHORITY MEMBERS:

NOES, COUNCIL/AGENCY/AGENCY/AUTHORITY MEMBERS:

ABSENT, COUNCIL/AGENCY/AGENCY/AUTHORITY MEMBERS:

ABSTAIN, COUNCIL/AGENCY/AGENCY/AUTHORITY MEMBERS:

_____
ANNA M. VELAZQUEZ
Mayor/Chair/Chair/Executive Director

ATTEST:

_____
MEGAN HUNTER, City Clerk

Exhibit A

AMENDMENT NO. 1 TO "EMPLOYMENT AGREEMENT CITY MANAGER/SUCCESSOR AGENCY DIRECTOR/SUCCESSOR HOUSING AGENCY DIRECTOR/HOUSING AUTHORITY EXECUTIVE DIRECTOR

THIS AMENDMENT No. 1 is made by and between the City of Soledad, the City of Soledad as the Successor Agency to the Soledad Redevelopment Agency, the Soledad Successor Housing Agency, and the Soledad Housing Authority, hereinafter collectively called "EMPLOYER" or "City," and Megan Hunter, hereinafter called "Hunter." This Amendment shall have an effective date of May 15, 2024.

In consideration of the mutual covenants contained herein, the parties agree to the following amendments to the referenced provisions of that "Employment Agreement City Manager/Successor Agency Director/Successor Housing Agency Director/ Housing Authority Executive Director (Hereafter "the Agreement") approved by the City by way of Joint Resolution 5933 on April 19, 2023:

1. Section 3. Duties. The second paragraph is replaced with the following:

In order to facilitate the foregoing duties, Hunter shall have the authority to enter into contracts on behalf of the City/Successor Agency/Successor Housing Agency/Housing Authority on an administrative basis in an amount up to but not to exceed Fifty Thousand Dollars ($50,000.00). Hunter shall report all contracts entered into in the amount of Five Thousand Dollars ($5,000.00) in her weekly City Manager's Reports to the Council and all expenditures shall be shown on the City warrants lists regularly presented for Council review and approval.

2. Section 4. Salary and Benefits. Subsection A is replaced with the following:

A. For all services rendered by Hunter under this Agreement, commencing May 15, 2024, EMPLOYER shall pay Hunter Two Hundred Thirty-Nine Thousand, Two Hundred Dollars ($239,200.00) per year. Salary shall be payable in equal bi-weekly installments.

3. Section 4. Salary and Benefits. Add new Section G:

G. EMPLOYER agrees to make a total annual contribution in an amount equal to 5% of Hunter's salary into an ICMA deferred compensation plan.

4. Section 13. Termination. Subsection A. iv is replaced with the following:

iv. By EMPLOYER (by affirmative vote of at least three (3) City Council/Successor Agency Board/Successor Housing Agency Board/Housing Authority Board members) without cause, upon giving Hunter written notice of termination. Upon termination and execution of a complete release and waiver of all claims and causes of action, Hunter shall be paid forthwith a sum equal to her salary for a period of six (6) months. Hunter shall not have any right to appeal or hearing for termination pursuant to this section.

5. With the exceptions noted above, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, said parties have executed this Agreement on the ___ day of September, 2024.

By_____
Megan Hunter, City Manager/Successor Agency Director/Successor Housing Agency Director/Housing Authority Executive Director

CITY OF SOLEDAD

By_____
Anna M. Velazquez, Mayor

CITY OF SOLEDAD AS SUCCESSOR AGENCY TO THE SOLEDAD REDEVELOPMENT AGENCY

By_____
Anna M. Velazquez, Chair

CITY OF SOLEDAD SUCCESSOR HOUSING AGENCY

By_____
Anna M. Velazquez, Chair

CITY OF SOLEDAD HOUSING AUTHORITY

By_____
Anna M. Velazquez, Director

ATTEST:

By_____
Darlene Noriega, Deputy City Clerk

APPROVED AS TO FORM:

By_____
Mike Rodriquez, City Attorney

AGENDA ITEM NO. 16.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Joint Resolution No. 6155/SHA 2024-01, A Joint Resolution of the City Council of the City of Soledad and the Housing Authority of the City of Soledad Approving the Extension of RBC Community Investments' Loans and a Consent for the Transfer of RBC Community Investments' Limited Partner Interest in the Benito FLC Partnership and Benito Street Partnership to the Monterey County Housing Authority Development Corporation**

TO: **Honorable Mayor/Chair Velazquez and Councilmembers/Board Members**

FROM: **Beatriz Trujillo, Analyst Housing**

THROUGH: **Megan Hunter, City Manager/Executive Director**

MEETING DATE: **September 4, 2024**

Recommendation

Motion to approve a Joint Resolution 6155/SHA 2024-01:

1. Approving and authorizing the City Manager/Executive Director, or their designee, to execute the Loan Document Modification and Reaffirmation Agreement; and
2. Approving and authorizing the City Manager/Executive Director, or their designee, to execute the consent to transfer of RBC Community Investments' limited partner interest in the Benito FLC Partnership and Benito Street Partnership to the Monterey County Housing Authority Development Corporation; and
3. Authorizing the City Manager/Executive Director, or their designee, to execute all documents necessary to effectuate the transactions contemplated by this Joint Resolution 6155/SHA 2024-01.

Executive Summary

In 2006, the Benito FLC Partnership and Benito Street Partnership were formed to develop the Benito Farm Labor Center (Benito FLC) and Benito Affordable Housing (Benito), respectively. These projects were funded through federal Low-Income Housing Tax Credits (LIHTC), mortgage loans, and various other soft loan sources. Both projects are reaching the 15-year threshold typical of LIHTC investments, the limited partner, RBC Community Investments (RBC), has expressed a desire to exit the partnerships. The Monterey County Housing Authority Development Corporation (MCHADC) has been negotiating the acquisition of RBC's interest. Additionally, the loans on these properties, which

expired on August 1, 2024, require a 12-month extension to facilitate this transition. The Housing Authority of the City of Soledad (HACS) provided the property through two separate ground leases and the City of Soledad provided a HOME loan. HACS and the City of Soledad must consent to these transactions, including the extension of the RBC loans and the transfer of RBC's limited partner interest. Staff recommends that the HACS and the City Council, approve the proposed recommendations.

Background

In 2006, the Benito FLC Partnership and Benito Street Partnership were established to develop and rehabilitate two affordable housing projects: Benito FLC and Benito. These projects were funded through the federal LIHTC program, which incentivizes private investment in affordable housing by offering tax credits in exchange for equity contributions. The Housing Authority of the City of Soledad (HACS) provided the land for these projects through two 65-year ground leases (Ground Leases) that extend through 2070.

The LIHTC program typically spans 15 years, after which the financial incentives for investors diminish, prompting most investors to exit the projects. For Benito and Benito FLC, the 15-year mark has been reached, and RBC, the limited partner, is seeking to be bought out. MCHADC has been negotiating with RBC to acquire its interest.

Review & Analysis

As the Benito and Benito FLC projects reach their 15-year threshold, RBC, the limited partner in these LIHTC-funded projects, has indicated its desire to exit. MCHADC is in the process of acquiring RBC's limited partner interest. Simultaneously, both properties have loans from RBC that expired on August 1, 2024. A 12-month extension of these loans is necessary to provide time for the transfer of the limited partner interest to MCHADC and negotiate a new loan on favorable terms.

HACS holds the Ground Leases for these properties and the City of Soledad provided a HOME loan to Benito FLC, secured by a Deed of Trust. This loan and the regulatory agreements attached to the properties require that they remain affordable. To proceed with the transfer of RBC's limited partner interest and the extension of the loans, written consent from HACS is required.

It is important to note that the regulatory agreements and Ground Leases will remain in place, ensuring that the properties continue to provide affordable housing. The City's HOME loan will remain unaffected, and there will be no change to the property management company. The proposed transactions are consistent with industry standards for LIHTC developments.

Given the above considerations, staff recommends that the HACS consent to the extension of the RBC loans (Exhibit A) and the transfer of RBC's limited partner interest to MCHADC (Exhibit B).

Financial Considerations

The requested actions will not have a financial impact to the HACS or the City of Soledad. However, these actions allow MCHADC to preserve and rehabilitate the affordable housing projects for long term sustainability.

Alternatives

- Adopt the Resolution as presented to preserve the sustainability of these affordable housing projects.
- Defer adoption of the required resolution pending additional information. This is not recommended as it will impact MCHADC ability to rehabilitate and maintain the projects.

Planning/CEQA

Not a Project. The City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Public Notice Requirements

Not required.

Attachment(s):
Resolution No. 6155/SHA-2024-01
Exhibit A - Loan Document Modification and Reaffirmation Agreement.docx
Exhibit B - Consent

RESOLUTION NO.6155/SHA 2024-01

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AND THE HOUSING AUTHORITY OF THE CITY OF SOLEDAD, APPROVING THE EXTENSION OF RBC COMMUNITY INVESTMENTS' LOANS AND THE TRANSFER OF RBC COMMUNITY INVESTMENTS' LIMITED PARTNER INTEREST IN THE BENITO FLC PARTNERSHIP AND BENITO STREET PARTNERSHIP TO THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION

WHEREAS, in 2006, the Benito FLC Partnership and Benito Street Partnership were formed to develop the Benito Farm Labor Center (Benito FLC) and Benito Affordable Housing (Benito), respectively; and

WHEREAS, these projects were funded through federal Low-Income Housing Tax Credits (LIHTC), mortgage loans, and various other soft loan sources; and

WHEREAS, the Housing Authority of the City of Soledad (HACS) provided the land for these projects through two 65-year ground leases (Ground Leases) that extend through 2070; and

WHEREAS, the LIHTC program typically spans 15 years, after which the financial incentives for investors diminish, leading most investors, including limited partner RBC Community Investments (RBC), to seek to exit the projects; and

WHEREAS, the Monterey County Housing Authority Development Corporation (MCHADC) has been negotiating with RBC to acquire its interest in both Benito and Benito FLC; and

WHEREAS, the loans on these properties, which expired on August 1, 2024, require a 12-month extension to allow for the transfer of RBC's limited partner interest to MCHADC and to negotiate a new loan on favorable terms; and

WHEREAS, HACS holds the Ground Leases for these properties and has also provided a HOME loan to Benito FLC, secured by a Deed of Trust, with regulatory agreements requiring that the properties remain affordable; and

WHEREAS, in order to proceed with the transfer of RBC's limited partner interest and the extension of the loans, written consent from HACS is required; and

WHEREAS, the regulatory agreements and Ground Leases will remain in place, ensuring that the properties continue to provide affordable housing, and the City's HOME loan will remain unaffected, with no change to the property management company; and

WHEREAS, the proposed transactions are consistent with industry standards for LIHTC developments.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad (City Council) and the Housing Authority of the City of Soledad (HACS) as follows:

1. The City Council and HACS hereby approve the Loan Document Modification and Reaffirmation Agreement as set forth in Exhibit A, attached hereto and incorporated herein by reference.
2. The City Council and HACS hereby approve the consent to transfer of RBC Community Investments' limited partner interest in the Benito FLC Partnership and Benito Street Partnership to the Monterey County Housing Authority Development Corporation as set forth in Exhibit B, attached hereto and incorporated herein by reference.
3. The City Council and HACS authorize the City Manager and Executive Director, or their designee, to execute all documents necessary to effectuate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the City Council of the City of Soledad and the Housing Authority of the City of Soledad at a regular meeting duly held on the 4th day of September 2024, by the following vote:

AYES, and in favor thereof, Councilmembers/Board members:

NOES, Councilmembers/Board members:

ABSENT, Councilmembers/Board members:

ABSTAIN, Councilmembers/Board members:

_____
ANNA M. VELAZQUEZ, Mayor/Chair

ATTEST:

_____
MEGAN HUNTER, City Clerk/ Executive Director

Freddie Mac Loan Number: 504191217
Property Name: Benito Street Farm Labor Center

Loan Document Modification and Reaffirmation Agreement
(Revised 5-5-2022)

THIS LOAN DOCUMENT MODIFICATION AND REAFFIRMATION AGREEMENT ("**Agreement**") is entered into effective as of _____, _____, by and among **BENITO FLC, L.P.**, a California limited partnership ("**Borrower**"), the **HOUSING AUTHORITY OF THE COUNTY OF MONTEREY**, a public body politic and corporate ("**Guarantor**" and together with Borrower, "**Borrower Parties**"), the **HOUSING AUTHORITY OF THE CITY OF SOLEDAD,** a public body corporate and politic ("**HACS**"), and **FEDERAL HOME LOAN MORTGAGE CORPORATION**, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America ("**Lender**").

RECITALS

A. Borrower obtained a mortgage loan from the Housing Authority of the County of Monterey, a public body, corporate and politic, duly organized and existing under the laws of the State of California (in such capacity, "**Issuer**"), in the original principal amount of $10,924,222.00 ("**Loan**"). Issuer made the Loan to Borrower with the proceeds of its Multifamily Housing Revenue Bonds (Benito Street Farm Labor Center), 2006 Series C (the "**Bonds**") issued pursuant to that certain Indenture, dated as of August 1, 2006, by and between Issuer and Citicorp North America, Inc., a Delaware corporation ("**Original Bondowner Representative**"), as the representative of the holders of the Bonds under the Indenture. Pursuant to the Indenture, Issuer assigned to Original Bondholder Representative all of its right, title and interest under and in the Loan.

B. The Loan is evidenced by a Permanent Phase Note Tranche A Fixed Rate Loan (73 Apartments), dated June 23, 2008, executed by Borrower and payable to the order of Original Bondholder Representative (as amended from time to time, including by this Agreement, "**Note**"), and a Construction Loan Agreement, dated as of August 1, 2006, by and between Borrower and Original Bondholder Representative (as amended from time to time, including by this Agreement, "**Loan Agreement**").

C. The Loan is secured by a Leasehold Construction to Permanent Deed of Trust, with Assignment of Rents, Security Agreement, and Fixture Filing (as amended from time to time, including by this Agreement, "**Security Instrument**") dated the same date as the Loan Agreement, which is recorded in the land records of the Property Jurisdiction as Document No. 2006086350, which encumbers the Land more particularly described in the Security Instrument, together with all other real and personal property encumbered by the Security Instrument and the other Loan Documents ("**Mortgaged Property**").

D. Pursuant to an Unsecured Environmental Indemnity Agreement dated the same date as the Loan Agreement by Borrower, Guarantor and HACS for the benefit of Original Bondowner Representative (as amended from time to time, including by this Agreement, "**Guaranty**"), Borrower, Guarantor and HACS guaranteed certain payment and performance obligations of Borrower in connection with the Loan.

E. The Note, Loan Agreement, Security Instrument, Guaranty and all other guaranties, indemnity agreements, collateral agreements, UCC filings, or any other documents now or in the future executed by Borrower, Guarantor, HACS or any other Person in connection with the Loan, are referred to collectively as the "**Loan Documents**."

F. The Bonds have been sold to Lender, and in connection therewith, Original Bondowner Representative has assigned all of its right, title and interest in the Note, Security Instrument, Loan Agreement and certain other Loan Documents to Lender. Each of the Loan Documents has been duly assigned, transferred or endorsed to Lender and Lender is the current holder of the Note and the owner of all of Original Bondholder Representative's right, title and interest in the Loan and the Loan Documents.

G. Borrower Parties have requested Lender's consent to amend the Loan Documents to reflect the extension of the maturity date of the Note (the "**Amendments**").

H. Lender is willing to consent to the Amendments, subject to the terms and conditions set forth in this Agreement.

I. Capitalized terms not otherwise defined in this Agreement will have the meanings ascribed to them in the Loan Agreement (if applicable) or other applicable Loan Documents (as such terms are modified, if applicable, by this Agreement).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Recitals. The recitals set forth above are incorporated into this Agreement by this reference.

2. Guarantor and HACS Ratification. Guarantor and HACS hereby ratify the Guaranty and acknowledges that the Guaranty remains in full force and effect, unmodified (except as set forth in Exhibit A) and enforceable against Guarantor and HACS in accordance with its terms.

3. Borrower Ratification. Borrower hereby ratifies the Loan Documents and acknowledges that each of the Loan Documents remains in full force and effect, unmodified (except as set forth in Exhibit A) and enforceable against Borrower in accordance with its terms.

4. Modification of Loan Documents.

(a) Modification of Security Instrument. N/A.

(b) Modification of Note. The Note is amended as specified in Exhibit A-2.

(c) Modification of Loan Agreement. N/A.

(d) Modification of Guaranty. N/A.

5. Guarantor and HACS Reaffirmation. By signing this Agreement, each of Guarantor and HACS consents to the terms of this Agreement, reaffirms its obligations under the Guaranty and acknowledges that the Guaranty remains in full force and effect.

6. Borrower Reaffirmation.

(a) By signing this Agreement, Borrower consents to the terms of this Agreement, reaffirms its obligations under the Loan Documents and acknowledges that the each of the Loan Documents remains in full force and effect.

(b) Borrower further acknowledges each of the following:

(i) The Mortgaged Property is and will remain subject to the lien, charge and encumbrance of the Security Instrument. Nothing contained in this Agreement or done pursuant to this Agreement will affect or be construed to affect the lien, charge, and encumbrance of the Security Instrument or the priority of the Security Instrument over other liens, charges and encumbrances.

(ii) Nothing contained in this Agreement or done pursuant to this Agreement will release or be construed to release or affect the liability of any party or parties who may now or after the date of this Agreement be liable under or on account of the Note, the Security Instrument, the Loan Agreement, or any other Loan Document, except as may be expressly provided in this Agreement.

(iii) Borrower is and will continue to be liable for the payment of all sums and the performance of every obligation required under the Loan Documents to the extent set forth in the Loan Documents.

7. Miscellaneous.

(a) This Agreement will be binding upon and will inure to the benefit of the parties to this Agreement and their respective heirs, successors, and permitted assigns.

(b) Each of the Loan Documents will remain in full force and effect, except as modified by this Agreement. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision, and all other provisions will remain in full force and effect.

(c) Time is of the essence with respect to each covenant of this Agreement.

(d) This Agreement may not be amended or modified except by a writing signed by the party against whom enforcement is sought.

(e) This Agreement will be governed by the laws of the Property Jurisdiction.

(f) This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same document.

8. Attached Exhibits. The following Exhibits, if marked with an “X”, are attached to this Agreement:

[X] Exhibit A Modifications to Loan Documents

[ ] Exhibit A-1 Modifications to Security Instrument
[X] Exhibit A-2 Modifications to Note
[ ] Exhibit A-3 Modifications to Loan Agreement
[ ] Exhibit A-4 Modifications to Guaranty
[ ] Exhibit A-5 Modifications to Other Loan Documents

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

BORROWER:

BENITO FLC, L.P., a California limited partnership

By: Monterey County Housing Authority Development Corporation, a California nonprofit public benefit corporation
Its: General Partner

By: _____
Name:
Title:

GUARANTOR:

HOUSING AUTHORITY OF THE COUNTY OF MONTEREY, a public body politic and corporate

By: _____
Name:
Title:

HACS:

HOUSING AUTHORITY OF THE CITY OF SOLEDAD, a public body politic and corporate

By: _____
Name:
Title:

LENDER:

FEDERAL HOME LOAN MORTGAGE CORPORATION, a shareholder-owned government-sponsored enterprise organized and existing under the laws of the United States of America

By: _____
Name:
Title:

EXHIBIT A-1

MODIFICATIONS TO SECURITY INSTRUMENT

N/A

EXHIBIT A-2

MODIFICATIONS TO NOTE

Modifications to Note. The Note is amended as follows:

1. Section 2.b. of the Note is hereby amended to read as follows:

   b. Maturity Date. The "Maturity Date" shall be August 1, 2025. Notwithstanding the foregoing, upon any acceleration of the amounts due under this Note pursuant to a Default (as defined in Section 5.a. below), or in connection with any other acceleration right of Citi set forth in this Note, the Loan Agreement, or in any of the other Loan Documents, the Maturity Date shall become the date of such acceleration.

EXHIBIT A-3

MODIFICATIONS TO LOAN AGREEMENT

N/A

EXHIBIT A-4

MODIFICATIONS TO GUARANTY

N/A

EXHIBIT A-5

MODIFICATIONS TO OTHER LOAN DOCUMENTS

N/A

Exhibit B

CONSENT OF THE HOUSING AUTHORITY OF THE CITY OF SOLEDAD
(Benito Street Farm Labor Center/Benito Affordable Housing)

This Consent from the Housing Authority of the City of Soledad, a public body politic and corporate ("**HACS**") (this "**Consent**") is being delivered as of September ___, 2024 at the request of the Monterey County Housing Authority Development Corporation, a California nonprofit public benefit corporation ("**MCHADC**").

The HACS has leased real property to Benito FLC Partnership to develop Benito Farm Labor Center ("Benito FLC") and to Benito Street Partnership to develop Benito Affordable Housing ("**Benito Affordable**") pursuant to two (2) separate ground leases to each of Benito FLC and Benito Affordable, both with a term of 65 years through 2070 (the "Ground Leases"). MCHADC is the general partner of both Benito FLC and Benito Affordable.

The City of Soledad has provided funding for Benito FLC through a HOME loan secured by a Deed of Trust requiring affordable housing to be maintained on the real property subject to HACS's Ground Lease (the "**HOME Loan**"). Benito FLC also received funding pursuant to a loan transferred to Federal Home Loan Mortgage Corporation ("**FLC Lender**") which expired August 1, 2024 and the FLC Lender has agreed to extend the maturity date for 12 months from August 1, 2024 to August 1, 2025 (the "**Loan Extension**"), subject to obtaining the City's consent to the Loan Extension.

As the general partner of Benito FLC and Benito Affordable, MCHADC intends to acquire the limited partnership interests in Benito FLC and Benito Affordable from RBC Investments and desires to obtain the consent of the City to acquire such limited partnership interests (the "**LP Interests Acquisition**").

MCHADC desires to obtain the City's acknowledgement that the Ground Leases shall remain in full force and effect and that the HOME Loan will remain outstanding and the City's consent to the Loan Extension and the LP Interest Acquisition.

The City and HACS hereby acknowledges that (i) the Ground Leases shall remain in full force and effect; and (ii) the HOME Loan will remain outstanding and the terms and conditions under the HOME Loan, including restrictions requiring the Benito FLC site to remain affordable housing shall remain in place.

The City and HACS hereby acknowledges and consents to the Loan Extension and the LP Interest Acquisition and authorizes MCHADC to proceed with such transactions.

The City and HACS hereby represents and warrants that the undersigned has full power and authority to execute and deliver this Consent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Consent as of the date of delivery written above.

THE HOUSING AUTHORITY OF THE CITY OF SOLEDAD, a public body corporate and politic,

By: _____
Name: _____
Title: _____

DRAFT

AGENDA ITEM NO. 1.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6156, A Resolution of the City Council of the City of Soledad Approving In-Kind City Services, Waiving Special Event Fees, Approving Street Closure of Front Street Between Main Street and Soledad Street for the Inaugural Soledad Vine & Dine: A Food and Wine Experience**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Kao Nou Yang. Community & Economic Development Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and approve Resolution No. 6156, "Approving In-Kind City Services, Waiving Special Event Fees, Approving Street Closure of Front Street Between Main Street and Soledad Street for the Inaugural Soledad Vine & Dine: A Food and Wine Experience ".

Executive Summary

The City of Soledad has partnered with the Soledad Historical Society to introduce a new event for the City, the "Soledad Vine & Dine: A Food and Wine Experience." Attendees can look forward to a variety of food vendors, wineries, breweries, outdoor live entertainment, and a 40x60 enclosed event tent featuring seating and a dance floor. Beyond enhancing the local economy and boosting city morale, a portion of the event's proceeds will be donated to the Soledad Historical Society to support the preservation and promotion of Soledad's rich history. The event is scheduled for Saturday September 28, 2024 from 4:00 PM to 7:00 PM and will take place in Downtown Soledad along Front Street, stretching from Main Street through Soledad Street and into Cesar Chavez Park. The applicants (City of Soledad and The Soledad Historical Society) are seeking approval for closure of Front Street between Main Street and Soledad Street, from 12:00 pm to 8:00 pm, a fee waiver for the use of Cesar Chavez Park, and in kind services.

Background

In January 2024, the Community and Economic Development Department began looking into ways to enhance the vibrancy of Downtown and bring new events to appeal to our younger demographic in order to have a positive impact on our economy. By early February, staff initiated research on a potential wine. In July 2024, Yadira Hobby an experienced events coordinator, joined the team as a

consultant to assist Henry Aguilar, Community Engagement Coordinator with the wine event. Yadira and Henry have been collaborating closely to coordinate the logistics for the event, which is proposed to be held on September 28th, 2024.

On August 23rd, the Community and Economic Development Department (CEDD) in partnership with the Soledad Historical Society submitted a Temporary Land Use Permit (TUP) application, along with a Special Events Application and Park Use Application. Since the City is actually hosting the event, it may not be necessary to secure these permits, but to ensure coordination amongst the Police, Parks and Recreation, and Public Works Departments, CEDD adhered to the same process that other non-profit organizations follow. Due to street closures, the event also requires City Council approval. In addition to the waiving of fees, it is requested that the City Council authorize the use of Cesar Chavez Park and approve in-kind services including staff time.

Review & Analysis

The inaugural ”Soledad Vine & Dine: A Food and Wine Experience” Event is a collaborative effort between the City of Soledad and the Soledad Historical Society. This new event will offer a unique wine and dine experience that the City has never organized before. Given the City’s proximity to local wineries and breweries, this event is a perfect fit for our geographic location and demographic. The primary goal is to engage with the community and stimulate our local economy while helping to raise funds for the Soledad Historical Society. 15% of the net proceeds will be given to the Historical Society. The event is scheduled for September 28th, 2024, from 4:00 PM to 7:00 PM, with street closures extending from 12:00 PM to 8:00 PM for setup and cleanup.

As part of the event, Front Street in Downtown Soledad will be closed to accommodate multiple mobile food trucks. A map has been provided to clearly identify the streets that will be closed (See Map Exhibit “A”). The Public Works Department will coordinate with the Community and Economic Development Department to set up barricades, traffic signage, and other necessary equipment.

Although the City would typically not charge itself the $150 park fee, since the Soledad Historical Society is co-sponsoring the event, staff has decided to formally request that the City Council waive the park fee. The Community and Economic Development Department will be responsible for conducting business outreach to ensure that businesses along Front Street are minimally impacted. Additionally, the department will ensure that all participating vendors obtain the necessary permits, including temporary use, special events, business licenses, and health permits, to comply with state and local health and safety regulations.

Financial Considerations

Through the budget survey that was conducted for the FY 24/25 budgets process, the City learned that Soledad residents want more City sponsored events. As a result, the Community and Economic Development Department (CEDD) budgeted funding for Special Events contemplating this possible event. In addition, it is expected that participants will be charged approximately $45 per person for associated expenses so the event is designed to be cost neutral. Because this is a new event and revenue is unpredictable, staff is also requesting in-kind services from the Police, Parks and Recreation, and Public Works Departments similar to other citywide events. Staff also plan to recruit volunteers to defray staffing costs.

Alternatives

- Approve the Resolution as presented; or

- Deny the Resolution of in-kind city services, waiving of park fee, and the street closure of Front Street between Main Street and Soledad Street for the Soledad Vine & Dine: A Food and Wine Experience.

Planning/CEQA

The Soledad Vine & Dine Event and the associated request for the street closure, waiving of the park fee, and in-kind services are considered exempt under the CEQA Guidelines Section 15304 (e) Class 4 Minor Alteration to Land. Pursuant to CEQA minor temporary land use with minimal or no permanent effects on the environment, such as carnivals and Christmas tree sales, are exempt.

Public Notice Requirements

None required

Attachment(s):
Resolution No. 6156
2024 Soledad Vine & Dine TUP
2024 Soledad Vine & Dine PD SPECIAL EVENTS
2024 Soledad Vine & Dine PARK USE

RESOLUTION NO. 6156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING IN-KIND CITY SERVICES, WAIVING SPECIAL EVENT FEES AND APPROVING STREET CLOSURE OF FRONT STREET BETWEEN MAIN STREET AND SOLEDAD STREET FOR THE INAUGURAL SOLEDAD VINE & DINE: A FOOD AND WINE EXPERIENCE

WHEREAS, the City of Soledad in collaboration with the Soledad Historical Society (Applicants") has organized and will be hosting the inaugural Soledad Vine & Dine: A food and wine experience ("Event"); and

WHEREAS, the Event will be held at Cesar Chavez Park and Downtown Soledad along Front Street Between Main Street and Soledad Street on September 28th, 2024, from 4:00 pm to 7:00 pm; and

WHEREAS, this paid community event will feature a variety of food vendors, wine vendors, breweries and outdoor entertainment; and

WHEREAS, to allow the food truck vendors to line up along Front Street and to facilitate pedestrian safety, City Staff and the Historical Society is requesting closure along Front Street from Main Street to Soledad Street;

WHEREAS, City Staff and Soledad Historical Society is also requesting the waiver of parks fees for Cesar Chavez Park and other special event fees for September 28th for the event; and

WHEREAS, the Event will require in-kind services including use of city equipment such as additional garbage cans, public restroom usage, barricades, and assistance from Public Works Staff to set up and then remove equipment; and

WHEREAS, the Event is CEQA exempt under Section 15304 (e) Class 4 Minor Alteration to land stating that Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.; and

WHEREAS, Staff believes that the Event will provide a safe, exciting experience for the City's residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the Council hereby approves the temporary closure of Front Street, spanning from Main Street to Soledad Street, on September 28th, 2024, between the hours of 12:00 pm and 8:00 pm; the provision of in-kind city services including city equipment and staff support from the Community and Economic Development, Police, Parks and Recreation, and Public Works Departments, and waiver of park fees for Cesar Chavez Park for the Soledad Vine & Dine: A Food and Wine Experience Event.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

Community Development Department
248 Main Street
Soledad, CA 93960
Phone (831) 223-5020
Fax (831) 678-3965

Temporary Use Permit Application

SECTION 1: APPLICANT INFORMATION

Applicant: City of Soledad CED / Soledad Historical Society

Address: 248 Main St Soledad, CA 93960 / 137 Soledad St Soledad, CA 93960

Phone No.: 831-785-6303 Fax No.: _____ E-Mail: henry.aguilar@cityofsoledad.gov

Please provide information of the Legal Property Owner below:
Owner 1: City Of Soledad

Address: 248 Main St Soledad CA 93960

Phone No.: 831-223-5000 Fax No.: _____ E-Mail: _____

Owner 2: _____

Address: _____

Phone No.: _____ Fax No.: _____ E-Mail: _____

SECTION 2: PERMIT INFORMATION

Project Description (please include, purpose, description of event, hours of operation etc. attach additional pages if needed):

Please see attached document

SECTION 3: SITE INFORMATION

Address: 502 Front St, Soledad CA 93960 Zoning District: C-1

APN: 022-211-011-000 Site Area: 13,600 Sq Feet

REQUIRED SUBMITTALS: Please see "TEMPORARY USE STANDARDS REGULATIONS" attached with this sheet

I declare under penalty that I am the owner or authorized agent for this property and that the foregoing statements and answers herein and all data information, documents and evidence herewith submitted are to the best of my knowledge and believe true and correct.

Applicant Signature — Date: 8/23/2024

Owner 1 Signature Craig R. Stephens Applicant #2 — Date: 08/23/2024

Owner 2 Signature — Date: 8/23/2024

Staff Use Only

Filing Fee: _____ Receipt #: _____

Date: _____ Received by: _____

CITY OF SOLEDAD
COMMUNITY DEVELOPMENT DEPARTMENT
248 MAIN STREET
SOLEDAD, CALIFORNIA 93960
(831) 223-5020

TEMPORARY USE STANDARD REGULATIONS

This approval is issued pursuant to the City of Soledad Zoning Ordinance, Municipal Code, Section 17.42.010 for the following use and dates and is subject to the conditions listed below. The violation of these rules may result in the issuance of an infraction citation (ticket) by the Police Department of Community Development Department.

Proposed Use or Activity: City food and wine event supporting local businesses, community, and a collaborative partnership with the Historical Society. See attached.

Location of Use or Activity (APN No., Address and Map of Site) APN: 022-211-011-000
555 Front St, Soledad CA 93960 Cesar Chavez Park

Dates and Hours of Use of Activity: 9/28/2024 4:00 p.m. - 7:00 p.m.

1) This authorization applies only to the physical site, uses and activities described above, and only for the dates and hours requested.

2) The applicant agrees to indemnify and hold the City harmless from any claim or injury, personal loss, or damage in connection with the requested use, and any use of public property or right of way that has authorized.

3) The applicant shall maintain the site of the use or activity, and any public right of way that may also be used, in a neat and clean condition at all times, and shall, within two hours of the end of the activity on each day of operation, clean the site of all refuse, equipment, or furniture or other materials and restore the site to its condition prior to the initiation of the use or activity. Failure to comply with this requirement may result in the City of Soledad cleaning the site or contracting for such cleaning and the applicant agrees to be responsible for payment of any costs incurred by the City for such work.

4) Any damage to public property including sidewalks, curb, gutter, street signs, etc. shall be repaired by the applicant within one week of such damage, or reimbursement of the full cost of such repairs shall be made to the City within one week of submittal by the City of an invoice to the applicant.

5) All uses or activities authorized by this approval shall be conducted in a manner consistent with protection of the public health, safety and welfare and enjoyment of the adjacent properties. Loud noise, glare, vibrations or odors are not allowed.

6) Applicant is responsible for obtaining any applicable Building Permit or Health Department Permits that may be required, and complying with any other requirements of law.

I have read the regulations stated above and understand them.

Name (Print): Henry Aguilar Community Engagement Coordinator Signature: _____

Phone No.: 831-785-6303 Date: 8/23/2024

- Office Use Only -

Community Development Department Approval

Approved By: _____ Date: _____

Soledad Police Department Approval
Approved By: _____ Date: _____

Public Works Department Approval
Approved By: _____ Date: _____

Fire Department Approval
Approved By: _____ Date: _____

2024 Soledad Vine & Dine: A Food and Wine Experience

- Scheduled - 9/28/24
- Time – 4:00 pm-7:00 pm
- Location- Cesar Chavez Park and Street closure on Front St through Main St and Soledad St
- Inside the tent 21 and older only, outside the tent any age.
- **Event Description**: The Wine & Dine Event will take place on Front Street and at Cesar Chavez Park. The main event will occur in the park, where a 40x80 covered tent will be set up. Inside the tent, there will be 2 to 4 wine and beer vendors. Additionally, we plan to have 1 to 3 local restaurants host catering-style booths. Alcohol will be confined to the interior of the tent and will not be permitted outside. Tables and chairs will be placed throughout the tent for our guests' comfort. Outside, on Front Street, we will close the street from Main Street to Soledad Street to accommodate 2 to 4 food trucks, which will be parked diagonally, ensuring ample space between them. The food vendors will be charged a fee to participate in the event. Entertainment, including multiple live bands, will also take place inside the tent, with performances occurring periodically throughout the event.

- Our community has asked for more local events and things to do, and we're excited to present Soledad's first-ever Wine & Dine event! The Soledad Wine & Dine is our response to the

community's call for more local activities. This event will take place on September 28th from 4-7 PM in the heart of downtown Soledad at Cesar Chavez Park, under a 40x60 event tent. We will be hosting 4-6 local wineries and breweries showcasing their best products. Live music will set the mood for our event under the warm, clear skies that surround Soledad. In addition to great drinks and live music, there will be local food vendors offering their delicious dishes. Food trucks will line up on Front Street, ready to satisfy your cravings, and picnic tables will be spread throughout the event area for guests to enjoy their food. The Soledad Wine & Dine not only aims to invest in our community by providing engaging events but also to boost our local economy by attracting guests from outside the city who will spend money here locally. Our local businesses will benefit from the increased foot traffic that will flow into our city. This event will also contribute to the preservation of Soledad's rich history. We are committed to ensuring that our local heritage is preserved for future generations to enjoy, which is why we are partnering with the Soledad Historical Society Museum, a non-profit organization. We extend an invitation to the public to participate in this Wine & Dine event, a percentage of net proceeds will be donated to the Soledad Historical Museum to help preserve the rich history of Soledad, California. Event admission will be $45 for guests 21 and over, which includes a wristband and two tastings of their choice. Guests under 21 are welcome to attend the event but will not receive a wristband and will not be allowed inside the tent where alcohol is being served. Non-paying guests may still enjoy the food trucks parked on Front Street but will not be permitted inside the event tent. We encourage everyone to attend this fantastic event—you'll have a great time while helping to preserve Soledad's rich history. We can't wait to see you there!

SOLEDAD POLICE

SOLEDAD POLICE DEPARTMENT
SPECIAL EVENT PERMIT/PERMISO PARA UN EVENTO ESPECIAL

APPLICANT'S INFORMATION/INFORMACIÓN DEL APLICANTE:

Today's Date/Fecha de hoy: 8/23/2024

Name/Nombre: Henry Aguilar / City of Soledad Engagement Coordinator Date of Birth/Fecha de Nacimiento: 06/07/1999

Driver's License/ID #/Numero de Licencia/Id #: ____________ Phone No./No. de Telefono: 631-785-6303

Height/Altura: 5'6 Hair Color/Color de Pelo: Black Eye Color/Color de Ojos: Brown

Address/Domicilio: 502 Front St Soledad CA 93960

EVENT INFORMATION/INFORMACION DEL EVENTO:

Date(s) of Event/ Fecha(s) de Evento: 9/28/2024 Type of Event/Tipo de Evento: Food & Wine Event

Event Location/Localizacion del Evento: Cesar Chavez Park

Time Event will begin/Hora de empiezo del Evento: 4:00 p.m. # of guests/# de invitados: 150

Time Event will end/Hora que termina el Evento: 7:00 p.m.

Event will be/ Evento es: ■ PUBLIC/PUBLICO ☐ PRIVATE/PRIVADO Price of admission/Precio de admision: $45.00

Type of music/Tipo de muscia: ■ BAND ☐ DJ ☐ STEREO/JUKE BOX

Invitation Req'd/Invitacion Requerida: ☐ YES/SI ■ NO

Alcohol: ☐ NONE/NINGUNO ■ SERVED/SERVIDO ■ SOLD/VENDIDO

SIGNATURE OF APPLICANT
FIRMA DEL APLICANTE: [signature] Date/Fecha: 8/23/2024

****Security contract and $31.00 fee must be turned in along with this form for approval****
Security guards must be at event ½ hour before event begins and ½ hour after it ends. One security guard for every 50 guests.

**** El contrato de seguridad y $31.00 deberá ser entregada junto con este formulario de aprobación ****
Guardias de seguridad deben estar en el evento ½ hora antes de que comience el evento y ½ hora después de que termina. Un guardia para cada 50 inviados.

****

OFFICIAL USE ONLY

☐ PAID

Restrictions: ____________ Number of Security Officers required: ____________

Signature of Supervisor Authorizing: ____________ Date: 8/23/2024

Revised: 8/19/2020

2024 Soledad Vine & Dine: A Food and Wine Experience

- Scheduled - 9/28/24
- Time – 4:00 pm-7:00 pm
- Location- Cesar Chavez Park and Street closure on Front St through Main St and Soledad St
- Inside the tent 21 and older only, outside the tent any age.
- **Event Description**: The Wine & Dine Event will take place on Front Street and at Cesar Chavez Park. The main event will occur in the park, where a 40x80 covered tent will be set up. Inside the tent, there will be 2 to 4 wine and beer vendors. Additionally, we plan to have 1 to 3 local restaurants host catering-style booths. Alcohol will be confined to the interior of the tent and will not be permitted outside. Tables and chairs will be placed throughout the tent for our guests' comfort. Outside, on Front Street, we will close the street from Main Street to Soledad Street to accommodate 2 to 4 food trucks, which will be parked diagonally, ensuring ample space between them. The food vendors will be charged a fee to participate in the event. Entertainment, including multiple live bands, will also take place inside the tent, with performances occurring periodically throughout the event.

- Our community has asked for more local events and things to do, and we're excited to present Soledad's first-ever Wine & Dine event! The Soledad Wine & Dine is our response to the

community's call for more local activities. This event will take place on September 28th from 4-7 PM in the heart of downtown Soledad at Cesar Chavez Park, under a 40x60 event tent. We will be hosting 4-6 local wineries and breweries showcasing their best products. Live music will set the mood for our event under the warm, clear skies that surround Soledad. In addition to great drinks and live music, there will be local food vendors offering their delicious dishes. Food trucks will line up on Front Street, ready to satisfy your cravings, and picnic tables will be spread throughout the event area for guests to enjoy their food. The Soledad Wine & Dine not only aims to invest in our community by providing engaging events but also to boost our local economy by attracting guests from outside the city who will spend money here locally. Our local businesses will benefit from the increased foot traffic that will flow into our city. This event will also contribute to the preservation of Soledad's rich history. We are committed to ensuring that our local heritage is preserved for future generations to enjoy, which is why we are partnering with the Soledad Historical Society Museum, a non-profit organization. We extend an invitation to the public to participate in this Wine & Dine event, a percentage of net proceeds will be donated to the Soledad Historical Museum to help preserve the rich history of Soledad, California. Event admission will be $45 for guests 21 and over, which includes a wristband and two tastings of their choice. Guests under 21 are welcome to attend the event but will not receive a wristband and will not be allowed inside the tent where alcohol is being served. Non-paying guests may still enjoy the food trucks parked on Front Street but will not be permitted inside the event tent. We encourage everyone to attend this fantastic event—you'll have a great time while helping to preserve Soledad's rich history. We can't wait to see you there!

PARK USE APPLICATION – General Use

Soledad Parks & Recreation
560 Walker Dr. – Soledad, Ca 93960
(831) 223-5250 – recreation@cityofsoledad.com

Organization or Group City of Soledad

Authorized Representative Henry Aguilar Engagement coordinator Email henry.aguilar@cityofsoledad.gov

Address 502 Front St City Soledad Zip 93960

Mailing Address (if different) _____

Primary Phone Number 831-785-6303 Secondary Phone Number _____

Name of individual who will be responsible and present at the event Henry Aguilar, Community Engagement

Address 502 Front St City Soledad Zip 93960

Mailing Address (if different) _____

Primary Phone Number 831-785-6303 Email henry.aguilar@cityofsoledad.gov

Park: ☐ Bill Ramus ☐ Chester Aaroe ☐ Veteran's Memorial ☐ Peverini ☐ Blas Sanata ☑ Other: Cesar Chavez

Intended Use of Park Location for Soledad wine & dine public event

Date(s) of Use 09/27 - 09/29 Expected (max) Attendance _____

	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Hours of use	8	4				4	8
Hours of use							
Hours of use							

Will donation or admission fee be required? Yes Will a collection or free-will offering be collected? N/A

Will lighting be used? Yes Will A/C power be needed? Yes Will decorations be installed? Yes

Will alcohol be present? * Yes Outdoor Sound Equipment? * Yes Council Wavier Request? Yes

*Approval by the City of Soledad Police Department must be secured prior to submitting the application

Please note dates are tentatively scheduled and are subject to change without notice.

The undersigned authorized representative states that he has been authorized to apply for the use of City Facilities. If any facility or equipment is damaged, it is further agreed that the undersigned will repair or bear the expense or repairing the same.

I agree to abide by all rules and regulations for use of City Parks. I agree to indemnity and hold harmless the City of Soledad, and all officers, agents and employees from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying's party's performance under this agreement, including but not limited to claims for property damage, personal injury, death and any legal expenses incurred by the indemnitee in connection with such claims. A party's performance includes the party, its officers, agents and employee's action or inaction.

I agree to provide at my own expense liability insurance as outlined in the "Rules and Regulations". I further agree to obtain all necessary permits and licenses. I understand that failure to meet these conditions will result in cancellation of my event and forfeiture of all fees paid. I have read, and I understand all information contained in this document.

Authorized Signature: _____ Date: 08/23/24

THIS APPLICATION MUST BE PRESENT DURING USE OF THE ABOVE-MENTIONED FACILITY.

Official Use Only

Police Department Use Only

Will security be required? _____ *How Many?* _____

Alcohol Permit Issued: _____ *Outdoor Sound Equipment:* _____

Signature of Police Chief _____ *Date* _____

Soledad Parks and Recreation Department

Application Submittal _____ *Insurance* _____ *Approval* _____ *Applicable Fee:* _____ *Fee Paid:* _____ *Fee Waived:* _____

2024 Soledad Vine & Dine: A Food and Wine Experience

- Scheduled - 9/28/24
- Time – 4:00 pm-7:00 pm
- Location- Cesar Chavez Park and Street closure on Front St through Main St and Soledad St
- Inside the tent 21 and older only, outside the tent any age.
- **Event Description**: The Wine & Dine Event will take place on Front Street and at Cesar Chavez Park. The main event will occur in the park, where a 40x80 covered tent will be set up. Inside the tent, there will be 2 to 4 wine and beer vendors. Additionally, we plan to have 1 to 3 local restaurants host catering-style booths. Alcohol will be confined to the interior of the tent and will not be permitted outside. Tables and chairs will be placed throughout the tent for our guests' comfort. Outside, on Front Street, we will close the street from Main Street to Soledad Street to accommodate 2 to 4 food trucks, which will be parked diagonally, ensuring ample space between them. The food vendors will be charged a fee to participate in the event. Entertainment, including multiple live bands, will also take place inside the tent, with performances occurring periodically throughout the event.

- Our community has asked for more local events and things to do, and we're excited to present Soledad's first-ever Wine & Dine event! The Soledad Wine & Dine is our response to the

community's call for more local activities. This event will take place on September 28th from 4-7 PM in the heart of downtown Soledad at Cesar Chavez Park, under a 40x60 event tent. We will be hosting 4-6 local wineries and breweries showcasing their best products. Live music will set the mood for our event under the warm, clear skies that surround Soledad. In addition to great drinks and live music, there will be local food vendors offering their delicious dishes. Food trucks will line up on Front Street, ready to satisfy your cravings, and picnic tables will be spread throughout the event area for guests to enjoy their food. The Soledad Wine & Dine not only aims to invest in our community by providing engaging events but also to boost our local economy by attracting guests from outside the city who will spend money here locally. Our local businesses will benefit from the increased foot traffic that will flow into our city. This event will also contribute to the preservation of Soledad's rich history. We are committed to ensuring that our local heritage is preserved for future generations to enjoy, which is why we are partnering with the Soledad Historical Society Museum, a non-profit organization. We extend an invitation to the public to participate in this Wine & Dine event, a percentage of net proceeds will be donated to the Soledad Historical Museum to help preserve the rich history of Soledad, California. Event admission will be $45 for guests 21 and over, which includes a wristband and two tastings of their choice. Guests under 21 are welcome to attend the event but will not receive a wristband and will not be allowed inside the tent where alcohol is being served. Non-paying guests may still enjoy the food trucks parked on Front Street but will not be permitted inside the event tent. We encourage everyone to attend this fantastic event—you'll have a great time while helping to preserve Soledad's rich history. We can't wait to see you there!

AGENDA ITEM NO. 2.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Receive Report on Prioritization of Community Access to City of Soledad Sports Field Facilities**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jessica Potts, Parks and Recreation Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad receive the staff report and provide direction regarding prioritization of community access to the City of Soledad sports field facilities in alignment with ongoing maintenance requirements.

Executive Summary

As requested by Council, staff is bringing forth the topic of the City of Soledad parks sports fields use for discussion and direction. With the creation of the Parks and Recreation Department, the base/softball facilities have become accessible to the public through reservations available at the Community Center, located across the street from these fields. This process allows for responsible public access to the fields, when not already reserved by sports organizations. Unfortunately, experience has shown that when the fields have been open, there has been damage due to over use resulting in higher labor and material costs and deterioration of the fields. To protect the over $2 million in investment in these facilities, it is recommended that field access remain limited, but staff be directed to educate residents on how to access those fields through the reservation system. In addition, the Parks and Recreation Department will host recreational programming open to the public in these fields 3 to 4 times a year.

Background

The City of Soledad has invested in creating and maintaining a diverse park and sports field system for the community, serving the interests and needs of the community and maintaining a high standard. Between 2014 and 2018, the city invested over $2 million to create game-quality sports fields that increase capacity. The development and renovations of Vosti and Gallardo Parks were based on multiple Parks and Recreation Committee meetings to address the needs and desires of the City Council, leagues, and community for both youth and adult play. With the substantial investment and subsequent desire to keep the fields game quality, it was determined that the fields would be sport-specific designated and that the fields would be kept closed to provide control over use and

maintenance, to prevent overuse and destruction, and to manage maintenance labor and cost.

With the creation of the Parks and Recreation Department in 2021, the Council voted in a nominal fee for use to exhibit value and to offset a small portion of the costs associated with maintaining highly used game-quality fields. Briefly, in around 2016, Vosti Park was left open for ongoing public use, and within a short period of time, the field degenerated into conditions that were no longer game quality and beyond maintenance staff capacities. The field was closed, brought back to game standards, and closed to game reservations only. Closed fields became accessible to residents via reservations made at the Community Center in 2021, with a responsible adult charged with ensuring proper use of the field.

Review & Analysis

The City of Soledad has a large number of parks in its system; however, most are small in size, limiting activity options. While most have open space areas that can accommodate small-use sports activities, only seven have fields adequately sized for practice and games. Four of the parks are open to full public use but are also available for organized sports reservations. Three of the parks have gated, reservation only, game-quality fields. All of the community fields, open and closed, are heavily used by organized sports, including recreational and travel team uses.

Annual Field Use Example (all Parks):

- Parks and Recreation Department Programs – 196 hours
- Organized Soccer Use – 2,994 hours
- Organized Baseball/Softball Use – 3,336 hours
- Organized Football Use – 492 hours

Having game-quality fields has not only historically been a desire of the Council, but it also has many benefits. It shows the community and other communities that Soledad takes pride in our facilities and prioritizes providing quality play areas that increase property values and stimulate the economy. Teams from outside areas come to Soledad to play on our quality fields against local youth and adult teams, bringing sales tax dollars with them. It has been reported by the Little League that they have been told that Soledad has some of the nicest playing fields in the county. Due to care and maintenance, the parks, while still overused, have safe and divot-free soccer and base/softball fields, and bases and mounds are kept in game condition, which provides a safe playing space for athletes.

Comparing Soledad's closed sports fields to open sports fields in other communities, Soledad fields are an example of diligent care and safety. Another field in the area displayed an uneven and degraded pitching mound, which can lead to missteps and ankle injuries. Home plates have been dug into, leaving protruding edges that can cause serious injury to knees and ankles. Having control of fields enables Soledad Parks maintenance staff to stay on top of the damage that comes from general sports related use, and rental organizations are required to drag and reset the fields after their use to assist in the care and continued quality.

The Parks Maintenance staff work hard to keep the fields in game condition. Issues that they have experienced when fields are left fully accessible include, but are not limited to, misuse, which includes children digging in the fields, fields used as dog parks leading to holes and pet excrement, overuse causing divots, loose soils, dead grass, and ball fields being used for a sport that they were not intended to be used for. All of these issues add to the already overloaded maintenance staff's workload, increasing costs through labor and materials, like specialized dirt and clay, grass seed, fertilizer, and irrigation issues.

Some in the community have expressed concern about the accessibility of the fields to ensure that there is space for youth to be active and engage in sports. At a variety of parks throughout the system, there is open space for active play, and at three of the community open parks, there is equipment like goals and backstops, all usable for practice and pickup games. The base/softball fields are available for use through reservations, with a nominal fee. Opening the fields with a responsible adult allows for the use of the game-quality fields and control of the use to ensure the fields are cared for and that damage is curtailed.

As the City of Soledad's population increases, demand for sports fields has grown steadily resulting in more conflicts between organized sports and free play. While it may seem like the obvious solution is to open access to the fields, the real issue is that the City does not have enough fields for our population. The draft Parks and Recreation Master Plan, which will come back to the Council in the fall for consideration, highlights the need for more space to accommodate the growing need for sports outlets. One opportunity in this plan is joint use of Soledad Unified School District fields. Now that the City has recently executed a joint use Memorandum of Understanding, staff is able to explore some of these opportunities.

In the meantime, staff is prepared to do more to educate the public about the reservation system. Staff will outreach to residents about the reservation system and place signage at the fields letting residents know who to reach out to make a reservation. Staff will continue to improve the reservation system to make is easier to utilize.

Financial Considerations

Field reservations are $2 per hour for public use. For Fiscal Year of 23/24, only 7 people reserved the fields. This may increase through improving public awareness of the rental option. If the fields are open, there would be no revenue for the uses. The unknown financial impact would come from increased labor and materials to maintain the parks with increased use and probable damage. This could result in thousands of dollars in additional expenses as experienced when Vosti Park was opened to public use.

Alternatives

- Accept the recommendation of maintaining limited access with greater outreach regarding the reservation system and exploration of opportunities for joint field use with the School District.
- If Council still wants open field access, consider opening Chester Aaroe Little League Field only as it will easier to maintain and monitor.
- Provide other direction to staff.

Planning/CEQA

Staff report and request for council direction is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

Public Notice Requirements

N/A

Attachment(s):
City of Soledad Sports Field Use and Mainte (1).pdf

CITY OF SOLEDAD SPORTS FIELD USE AND MAINTENANCE

Enriching Communities Through Athletics

COMMUNITY SPORTS FIELDS

Soledad Sports Fields are Well Used

- **Available for Community Use**
  - Accessible and usable via reservation at the Community Center
  - Nominal fee and responsible adult provides value and safety

- **Available for Youth and Adult Sports Organizations**
  - High level of use for a variety of sports
    - Baseball, Softball, Soccer, Football
  - Organized sports use of all City parks
    - 7018 Hrs a Year / 584.83 a Month / 19.23 Hrs a Day!
  - Numerous Soledad families and youth benefit from Soledad’s pristine sports fields

HIGH STANDARDS, QUALITY FIELDS

Not only do well-maintained fields look nice, good maintenance has many important bi-effects:

- Encourages Physical Activity
- Boost Local Economy
- Fosters Community Engagement
- Safe Use and Reduced Liability
- Reduced Maintenace Costs

Limited Use of Sports Fields

- Prevents Overuse - Which Lead To
  - Deterioration of ball field grass
  - Deterioration of hard-pack
- Prevents Misuse - Including
  - Use as pet park - digging, defecation
  - People misusing the field - digging, general damage
  - Right field... wrong sport!
- Decreases Maintenance Requirements
  - Materials cost
  - Labor requirements
- Improves integrity and longevity of the field

SPACE TO GROW IN

Soledad has some of the best game-quality fields in our area.

Parks and Recreation Staff will Work to Improve:

- Provide better information to our community about how to reserve a field
- Activate the fields through periodic, field-specific activity days for the whole community

Our well-maintained fields are a premium, and we don't have enough space!

- Develop Parks and Seek Opportunities to Increase Sports Fields
  - Parks and Recreation Master Plan recommendation and community member feedback
- SUSD Joint Use Agreement to Expand Field Access Options

Soledad Baseball Park-Closed Field

Baseball Park in Another Community - Open Field

BY PRIORITIZING THE DEVELOPMENT AND MAINTENANCE OF SPORTS FIELDS, CITIES CAN CREATE A HEALTHIER, MORE VIBRANT, AND MORE CONNECTED COMMUNITY

AGENDA ITEM NO. 3.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT:

Resolution No. 6158, A Resolution of the City Council of the City of Soledad Designating a Voting Delegate and Alternates for the League of California Cities Annual Conference and Expo and Directing Staff to Submit Names of the Delegates by September 25th

TO: **Honorable Mayor Anna Velazquez and City Council**

FROM: **Jesus Valenzuela, Community Engagement Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council consider and adopt Resolution No. 6158 , "Designating a Voting Delegate and up to two Alternates for the League of California Cities Conference and Expo", which will take place from October 16th to 18th, 2024, and "Directing Staff to Submit Names of the Delegates September 25th".

Executive Summary

Every year, the League of California Cities ("Cal Cities") convenes a member-driven General Assembly to vote on policy resolutions that impact local control at its Annual Conference and Expo. As a member of Cal Cities, the City of Soledad can designate a voting member and up to two alternates. The voting member and alternates must be approved by the City Council and the names submitted through the California League of Cities online portal by September 25th. It is requested that the City Council designate these voting delegates.

Background

The California League of Cities Conference is in Long Beach on October 16th -18th. An important part of the Annual Conference is the Annual Business Meeting held at the closing General Assembly on Friday, October 18th. The City of Soledad is a member of the League of California Cities ("Cal Cities") and the Monterey Bay Division. As a member, the City of Soledad has participated in the member-driven General Assembly at the Cal Cities Annual Conference and Expo and has attended many conferences. According to the League of California Cities invitation, the General Assembly is “an

important opportunity where city officials can directly participate in the development of Cal Cities' policies."

Review & Analysis

The City of Soledad has participated in the League of California Cities for many years. The League provides the City of Soledad with guidance and recommendations for various State and Federal policy decisions impacting local municipalities. Participation in the League has proven beneficial in supporting the City's legislative priorities.
During the Cal League of Cities Annual Conference and Expo, member cities can vote on the Cal Cities' policies and direction. To cast a vote during the General Assembly, the City of Soledad must designate a voting delegate and up to two alternate voting delegates. Voting delegates may be elected or appointed officials.

The voting delegate and alternates must register to attend the October 16th-18th Cal Cities Annual Conference and Expo. If any voting member or alternate does not wish to attend the full conference, they may register to attend only for the Friday session when the General Assembly will take place. For a City to cast a vote, one voter must be present at the General Assembly and possess the voting delegate card and tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. Per the Cal Cities bylaws, a City's voting delegate and up to two alternates must be designated by the City Council. The delegate cannot be selected by individual action of the mayor or city manager. Following council action, delegate names can be submitted online through the submission portal by Wednesday, September 25th.

Financial Considerations

There is no cost associated with assigning a delegate and up two alternates.

Alternatives

- Designate a voting delegate and alternates; or
- Do not designate a voting delegate or alternates.

Planning/CEQA

The City of Soledad has determined that the proposed action of designating a voting delegate and up to two alternates is not a project as defined by the California Environmental Quality Act (CEQA) per Guidelines Section 15378. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6158

RESOLUTION NO. 6158

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD DESIGNATING A VOTING DELEGATE AND ALTERNATES FOR THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE AND DIRECTING STAFFF TO SUBMIT NAMES OF DELEGATES BY SEPTEMBER 25TH

WHEREAS, the League of California Cities provides the City of Soledad with guidance and recommendations for various State and Federal policy decisions impacting local municipalities; and

WHEREAS, during the Cal League of Cities Annual Conference and Expo, member cities have the opportunity to vote on the League of California Cities' policies and direction; and

WHEREAS, the City of Soledad is a member of the League of California Cities and can designate a voting member and up to two alternates; and

WHEREAS, the voting member and alternates must be approved by the City Council and have the names submitted through the California League of Cities online portal by September 25, 2024; and

WHEREAS, the voting delegate and alternates must register to attend the October 16th - 18th Cal Cities Annual Conference and Expo.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Soledad does hereby resolve as follows:

1. The City Council of the City of Soledad has approved _____ as the voting delegate.
2. The City Council of the City of Soledad has approved _____ the first alternate.
3. The City Council of the City of Soledad has approved _____ the second alternate.
4. The City Council of the City of Soledad directs staff to register the voting delegate and up to two alternates through the Cal League of Cities portal by September 25, 2024.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular public meeting thereof held on the 4th day of September 2024, by the following vote:

AYES, and in favor thereof Councilmembers:

NOES, Councilmembers: None

ABSENT, Councilmembers: None

ABSTAIN, Councilmembers: None

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

AGENDA ITEM NO. 4.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Creation of the Soledad City Council Legislative Committee**

TO: **Honorable Mayor Anna Velazquez and City Council**

FROM: **Jesus Valenzuela, Community Engagement Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council approve the creation of a Legislative Committee and approve the appointment of two Council members to the Committee.

Executive Summary

The City of Soledad desires to enhance its ability to advocate for legislation and regulations and seek funding consistent with the City's visions, goals, and policies. The City has contracted with Townsend Public Affairs (Townsend) to assist the City in keeping up to date with State legislation and contacting representatives to support beneficial legislation. The Council is now proposing to establish a Legislative Committee composed of two council members and city staff, with support from Townsend, to assist the Council in, among other matters, establishing a legislative platform and to make recommendations on legislation warranting City support.

Background

In February of 2021, the Soledad City Council held a special meeting to set goals and priorities. The Council expressed the need for legislative and grant-writing support. On September 21, 2022, the Council approved a one-year contract with Townsend Public Affairs to support the City of Soledad with legislative priorities, keep track of important bills at the State Capitol, and keep a working relationship with State Representatives. The contract with Townsend has since been extended.

Working with Townsend has increased staff's ability to participate in legislative activities at California League of Cities conferences, engage with State representatives, and seek funding opportunities. In February 2024, the staff was directed to explore the creation of a Council Legislative Committee to review legislation and state and federal bill packages to support and facilitate the City's advocacy efforts with local, state, and federal legislators.

On August 8, 2024, Staff met with Townsend to discuss the creation of the Legislative Committee. On

August 14, 2024, Townsend representatives sent their recommendations for creating a committee.

Review & Analysis

The Soledad City Council has expressed its desire to develop legislative principles and a strategic agenda that will include advocating for legislation and regulations and seeking funds from state and federal sources consistent with the City's vision, goals and policies, all in an effort to benefit the local community. The Council has previously discussed the creation of a Legislative Committee to assist the Council in achieving this goal. Townsend has provided examples from other cities (Exhibit A) and a proposed timeline (Exhibit B). The Committee would be tasked with making recommendations to the full Council on the preparation and adoption of a legislative platform, discuss legislative priorities, establish a process for taking positions on legislation, and then review and make timely recommendations to the Council on positions on upcoming legislation.

Staff recommends that the Mayor nominate and that the Council thereafter approve, two Councilmembers to serve on the Legislative Committee to meet regularly with Townsend and City staff to carry out the scope of duties referenced above. The new Legislative Committee will be a standing committee subject to the procedures set forth in the Brown Act.

It is important to note that the current contract with Townsend tracks legislation only at the State level. The support for federal budget earmarks is considered part of the "grants" portion of the Townsend contract. Tracking Federal legislation will require staff support, an amendment to the contract with Townsend, or Council can direct staff not to track Federal legislation.

For more information and to see the timeline, please see Exhibit B.

Financial Considerations

There is no cost associated with the formation of this informal Legislative Standing Committee.

Alternatives

- Establish the Legislative Committee and make appointment by minute motion; or
- Take no action and provide Staff with direction.

Planning/CEQA

The City of Soledad has determined that the proposed action of forming a Legislative Committee and designating two council members to said committee is not a project as defined by the California Environmental Quality Act (CEQA) per Guidelines Section 15378. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378.

Public Notice Requirements

None required.

Attachment(s):

06-18-2024 LAC Agenda
08-13-24 City of Soledad Legislative Subcommittee Agenda Memo

A G E N D A

CHINO HILLS LEGISLATIVE ADVOCACY COMMITTEE
REGULAR MEETING
TUESDAY, JUNE 18, 2024

2:00 P.M.

CIVIC CENTER, CITY COUNCIL CONFERENCE ROOM,
2ND FLOOR
14000 CITY CENTER DRIVE, CHINO HILLS, CALIFORNIA

This agenda contains a brief general description of each item to be considered. Except as otherwise provided by law, no action shall be taken on any item not appearing on the agenda unless the Legislative Advocacy Committee makes a determination that an emergency exists or that a need to take immediate action on the item came to the attention of the City subsequent to the posting of the agenda. The City Clerk has on file copies of written documentation relating to each item of business on this Agenda available for public inspection in the Office of the City Clerk in a public binder, and on the City's website at www.chinohills.org while the meeting is in session. Materials related to an item on this Agenda submitted to the Committee after distribution of the agenda packet are available for public inspection in the Office of the City Clerk at 14000 City Center Drive, Chino Hills, CA during normal business hours.

In compliance with the Americans with Disabilities Act, if you require special assistance to participate in this meeting, please contact the City Clerk's Office, (909) 364-2620, at least 48 hours prior to the start of the meeting to enable the City to make reasonable arrangements. Thank you.

Speaker Cards - Those persons wishing to address the Legislative Advocacy Committee on any matter, whether or not it appears on the agenda, are requested to complete and submit to the City Clerk a "Request to Speak" form available in the Office of the City Clerk. In accordance with the Public Records Act, any information you provide on this form is available to the public. You are not required to provide personal information in order to speak, except to the extent necessary for the City Clerk to call upon you. Comments will be limited to three minutes per speaker.

PLEASE SILENCE ALL ELECTRONIC DEVICES WHILE COMMITTEE IS IN SESSION. Thank you.

COMMITTEE MEMBERS

BRIAN JOHSZ
PETER ROGERS

2:00 P.M. - CALL TO ORDER / ROLL CALL

1. PUBLIC COMMENTS: At this time members of the public may address the Legislative Advocacy Committee regarding any items within the subject matter jurisdiction of the Committee, whether or not the item appears on the agenda. Individual audience participation is limited to three minutes per speaker. Please complete and submit a speaker card to the City Staff.

PUBLIC MEETING

2. Approve April 26, 2024, Legislative Advocacy Committee Meeting Minutes

3. Provide direction on reporting mechanisms pursuant to Sections 3.2.7 and 4.11 of the Legislative Program within Section 5.2 of the Chino Hills Administrative Policies and Procedures Manual and review City's adopted 2016 Legislative Platform

4. Discuss City's position on Senate Bill 536 (Rubio) Surplus State Real Property: Heman G. Stark Youth Correctional Facility, as amended

5. Presentation on State Retail Theft/Fentanyl, Labor Bills, and Bills of Interest, Chino Hills' Sponsored Senate Bill 1034 (Seyarto) Public Records Act: State of Emergency and Omnibus Proposal - Attestation of Digital Signatures, 2024 November Ballot, and Federal Appropriations Updates

FUTURE DISCUSSION ITEMS

ADJOURNMENT:

CITY OF CHINO HILLS

LEGISLATIVE ADVOCACY COMMITTEE

DECLARATION OF POSTING NOTICE

Lynnae Sisemore states and declares as follows:

I hereby certify under penalty of perjury under the laws of the State of California, that I posted the **Agenda** of the Legislative Advocacy Committee for the regular meeting scheduled for **Tuesday, June 18, 2024,** next to the Council Chambers, 14000 City Center Drive, Chino Hills, California.

I declare under penalty of perjury that the foregoing is true and correct, and that this declaration was executed on **June 14, 2024,** at Chino Hills, California.

CITY OF CHINO HILLS

Lynnae Sisemore
Assistant City Clerk

TOWNSEND
PUBLIC AFFAIRS
EST TPA 1998

MEMORANDUM

To: **City of Soledad**
Anna Velazquez, Mayor
Megan Hunter, City Manager
Jesus Valenzuela, Community Engagement Manager

From: **Townsend Public Affairs**
Christopher Townsend, President
Eric O'Donnell, Director
Spencer Street, Senior Associate

Date: August 13, 2024

Subject: City of Soledad Legislative Subcommittee Timeline

To prepare for the 2025-2026 Legislative Session, the following provides a suggested timeline for the City's Legislative Subcommittee to meet and also offers relevant points of discussion based on the legislative calendar. The 2025 legislative calendar is yet to be published, so exact dates are subject to change.

- Early December or Early January
  - The first meeting serves to discuss legislative priorities for the 2025-2026 legislative session, update the City's legislative platform, and solidify processes for taking positions on legislation. This is also a good opportunity to identify projects for state budget requests.

- Early March
  - Debrief on bills introduced after the Bill Introduction deadline and preview committee hearing schedules. Discuss proposed positions on specific bills flagged by TPA and provide a budget update after Governor's January Budget.

- Early April
  - Discuss bills going to the Appropriations Committee and review positions on legislation before letter submission deadlines.

- Early June
  - Update on active bills after House of Origin deadline and Budget after May Revise with preview of Governor's June Budget.

- Early August
  - Preview the End of Session and recap of bills still active. Update on any budget bill and budget trailer bill actions.

- Late September
  - Review of End of Session and bills sent to Governor's desk. Plan for timeline/agenda for 2026.

AGENDA ITEM NO. 5.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Status Update on American Rescue Plan Act Projects and Recommended Modifications**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council receive the status update of American Rescue Plan Act (ARPA) projects and approve recommended modifications as presented.

Executive Summary

The American Rescue Plan Act (ARPA) of 2021 is a $1.9 trillion economic stimulus bill passed by the United States Congress and signed into law by President Biden. The City of Soledad received $6,285,000 of that stimulus package. These ARPA Funds must be expended or under a public works contract by December 2024. To ensure the City meets the expenditure deadline, Staff has been focused on completing these projects and have executed public works contracts for both the Soledad Community Center Building Modernization Project and the Soledad Fire Department Aerial Apparatus Bay. Construction at the Community Center is well underway, but unforeseen conditions including a broken water pipe and mold have required two change orders. To take advantage of deployment of electrical subcontractors at the Community Center, staff is also recommending that Bid Alternate #1 for gym lighting and basketball winches be approved. These changes will require additional ARPA funds. It is also recommended that a new ARPA project be added for police body and dash cameras in the amount of $60,000.

Background

On December 15, 2021, staff presented to the City Council of the City of Soledad a list of Public Works water and sewer line replacement projects and proposed allocating $4 million for these projects. City Council approved the dedication of $4 million to Public Works infrastructure per the ARPA guidelines.

On May 31, 2022, staff and City Council held a “Town Hall” meeting to get public input on the use of the remaining $2.2 million of ARPA funds and at the June 1, 2022, City Council meeting staff presented the following recommended allocations by department which were approved by the City Council at that meeting.

Economic Development	$1,000,000
Parks & Recreation	500,000
Police	400,000
Information Technology	300,000

On August 17, 2022, staff presented to the City Council specific projects related to the allocation of the $2.2 million of ARPA funds to the departments of Economic Development, Parks & Recreation, Police, and Information Technology.

ARPA Funds need to be expended by December 2024. The City has been encouraged by Federal legislators to get the allocated ARPA Funds spent. Staff has reviewed the approved projects along with other projects that could be completed in a much faster timeframe. As a result, an ARPA update was presented along with a request to modify the allocation of funds to projects that could be completed more quickly on March 20, 2024.

Review & Analysis

The ARPA Funds were distributed to local governments throughout the United States with strict guidelines as to the use and timeframe the funds needed to be expended. The deadline for expending the funds is December 31, 2024. There is one exception to this deadline, and that is if the funds are legally committed by a signed contract obligating the payment, the agency would have until December 2026 to spend the funds. Based on the current political climate and at the urging of local Federal legislators, City Staff is recommending to have all distributed funds expended by the end of 2024, with the exception of the new Soledad Fire Department (CALFIRE) Aerial Apparatus Bay and Soledad Community Center Building Modernization Project, which meet the criteria for the exception. With that in mind, Staff is recommending the reallocation of project funds to the Community Center and to the purchase of police body and dash cameras and software, which can be completed quickly.

The attachment to this staff report shows the current status of each project, along with proposed changes to the ARPA allocation. Since the approval of ARPA related projects, staff has been working diligently on completing several of the projects and presents a status update along with proposed project adjustments.

Public Works

Public Works has completed the Dixi Water & Sewer Line Replacement project. As approved on March 20th, ARPA Funds for the Soledad, Kidder, East Line Replacement were reallocated. That project is included in the User Rate Study and can be funded with Enterprise Funds. Funds from the project were shifted to the Fire Station Aerial Apparatus Bay, Corporation Yard Modular, Generators and Tree Trimming. The modular and tree trimming are now under contract. However, it is recommended that the generator funding be reallocated.

Economic Development

The facade grant program has been completed and staff is waiting for one last reimbursement request. Over $198,000 of reimbursements have been processed and it is expected that the entire budget will be exhausted. Additionally, the City Council approved the purchase of 540 Gabilan for affordable housing development. Successor Housing Funds were the primary source used to purchase that property, however an additional $337,670 was needed from ARPA Funds to complete the transaction.

Parks & Recreation

The Starting Block project is complete and the City Council has received a report from the Soledad Mission Recreation District regarding the completion of the project. Construction for the Soledad Community Center Building Modernization Project focused primarily on the kitchen remodel is well underway. On April 9, 2024, the City awarded a contract to David Construction & Management, Inc. in an not to exceed $787,169. Unfortunately, the kitchen remodel has hit some unexpected challenges including a broken water pipe and the discovery of mold and wood rot from a prior roof leak resulting in multiple change orders. Staff is also recommending that Bid Alternate #1 for gym lighting and basketball winches be included to take advantage of the electrical subcontractors already on the job. This would increase ARPA expenditures for this project to $1,290,770

Police

The Youth Homework Center project is complete and came in under budget. The Police Department has been working with Partners 4 Peace and Sun Street Center on the Youth Violence Prevention Program, which was completed at the end of June. A contract to purchase (5) Flock Cameras was executed for $91,800 and the cameras have recently been installed and are in service. A new project is proposed to be added to the Police for the purchase of body and dash cameras and software as the current cameras are beginning to fail.

Fire

Contracts for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay have been awarded with construction to begin soon. ARPA funding for this project was allocated on March 20th with additional funds requested on August 21st. To provide more funding for the Community Center, it is proposed that the ARPA allocation be reduced and additional funds be used from public safety development impact fees and the fire legacy fund.

Information Technology

The projects originally proposed under the Information Technology Department are about complete and Staff is not recommending any changes to this area. The last remaining project is the update to the Finance system, which is already underway.

Financial Considerations

There is no impact to the current fiscal year budget since all revenue and expenditures have already been accounted for.

Alternatives

- Approve the modifications as proposed.
- Provide other direction to staff.

Planning/CEQA

This action is not a "project" for the purposes of the California Environmental Quality Act (CEQA) as it does not have the potential for resulting in either a direct physical change to the environment or a

reasonably foreseeable indirect physical change in the environment. No further action is required under CEQA for City Council action.

Public Notice Requirements

Not Required.

Attachment(s):
Attachment 1 - Revised ARPA Allocation

City of Soledad

ARPA Budget vs Actual
As of August 28, 2024

PUBLIC WORKS		4,000,000.00		
Project		Budget	Acummulated Expenditures	Variance
Dixi Water & Sewer Line Replacement	001	2,393,930.00	2,422,092.07	(28,162.07)
Soledad, Kidder, East Line Replacement		17,160.00	17,160.43	(0.43)
Fire App Bay		645,657.00	-	645,657.00
Public Works Modular		280,000.00	-	280,000.00
Generators		-	3,898.50	(3,898.50)
tree Trimming / Sidewalks		165,000.00	-	165,000.00
			-	
Totals		3,501,747.00	2,443,151.00	1,058,596.00

ECONOMIC DEVELOPMENT		1,000,000.00		
Project:		Budget	Acummulated Expenditures	Variance
Front Street Improvements	002	500,000.00	196,625.07	303,374.93
Façade Program	003	210,000.00	198,089.60	11,910.40
Business Improvement Grants	004	55,000.00	55,000.00	-
540 Gabilan - Low Income Housing ($330k)		337,670.00	7,721.67	329,948.33
		-		-
Totals		1,102,670.00	457,436.34	645,233.66

PARK AND RECREATION		500,000.00		
Project:		Budget	Acummulated Expenditures	Variance
Kitchen Remodel	005	1,290,770.00	117,605.58	1,173,164.42
Starting Blocks	006	25,000.00	25,000.00	-
Community Center HVAC			-	-
Totals		1,315,770.00	142,605.58	1,173,164.42

POLICE		400,000.00		
Project:		Budget	Acummulated Expenditures	Variance
Homework Center	007	50,000.00	11,372.42	38,627.58
Youth Violence Prevention Program		225,050.00	225,042.15	7.85
New Flock Cameras (5 years)		90,000.00	91,800.00	(1,800.00)
Body / Dash Cameras		60,000.00		60,000.00
Totals		425,050.00	328,214.57	96,835.43

INFORMATION TECHNOLOGY		300,000.00		
Project		Budget	Acummulated Expenditures	Variance
Outdoor Public WiFi	008	55,000.00	36,649.43	18,350.57
New Servers	009	48,000.00	44,106.51	3,893.49
Financial System Upgrade	010	50,000.00	26,390.54	23,609.46
Ubiquity Network Overhaul	011	45,000.00	66,272.66	(21,272.66)
Cyber Security Platform	012	40,000.00	33,043.39	6,956.61
Microsoft Enterprise Mobility	013	-	-	-
Cisco Umbrella DNS/Security	014	12,000.00	11,478.91	521.09
Salinas Valley Broadband Authority		50,000.00	50,000.00	-
		-	-	-
Totals		300,000.00	267,941.44	32,058.56

Grand Totals	**6,645,237.00**	**3,639,348.93**	**3,005,888.07**
ARPA Allocation	**6,323,600.00**		
	(321,637.00)		

Interest Earnings:	
FY 2021-22	2,862.58
FY 2022-23	134,799.66
FY 2023-24	173,438.20
FY 2024-25	10,536.91
Total	**321,637.35**

AGENDA ITEM NO. 6.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6150, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with David Construction & Management, Inc in the Amount of $230,870 Plus a 10% Contingency for a Total Not-to-Exceed Amount of $253,957 for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad**

Resolution No. 6157, A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 1 with In Studio Architecture for $20,000 for a Total Contract Amount Not to Exceed $150,000 to Provide Additional Construction Management Support Services for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director, Alex Ramos, Assistant Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt:

1. Resolution No. 6150, "A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with David Construction & Management, Inc in the Amount of $230,870 Plus a 10% Contingency for a Total Not-to-Exceed Amount of $253,957 for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad"; and
2. Resolution No. 6157, "A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 1 with In Studio Architecture for $20,000 for a Total Contract Amount Not to Exceed $150,000 to Provide Additional Construction Management Support Services for the Soledad Community Center Building Modernization Project and Authorizing the City Manager to Execute said Contract Change Order and Task Order Amendment on Behalf of the City of Soledad".

Executive Summary

The Soledad Community Center is fully under construction, however, the kitchen remodel has hit some unexpected challenges including a broken water pipe and the discovery of mold and wood rot from a prior roof leak. The construction contingency for this project has been depleted with prior items under Contract Change Order No. 1 (CCO 1). However, there is a remaining list of items that need to be addressed including additional work to remediate the recent discovery of mold and stud damage in the south wall. Given the resources already dedicated to this project, it is also recommended that the City Council approve one of the bid alternates for the gym lighting and basketball winches. The total cost of the change order with David Construction & Management, Inc. would be a not to exceed of $253,957 and an amendment to the Consulting Services Agreement Task with In Studio Architecture would be for $20,000 for a total amount not to exceed amount of $150,000.

Background

The Soledad Community Center was constructed in 1993, and while there have been various repairs over the years while leased to the YMCA, the facility is currently in need of a comprehensive overhaul. The kitchen is presently non-compliant with the County Health Code due to the existing stove hood not having fire suppression, lack of grease trap, and porous floor tiles. The kitchen also needs new stoves, heating racks, and an ice machine.

Additionally, various upgrades to the Soledad Community Center have been identified and include the gym and stage lighting upgrades and the replacement of the ADA stage lift that has been inoperable for years. Other components needed to be assessed as they seemed near their end of useful service life and likely need replacement. This includes but is not limited to the interior and exterior doors (to ensure ADA accessibility to the entire facility), an emergency generator as the Soledad Community Center acts as an EOC, and parking lot upgrades.

On October 19, 2022, the City Council approved an Agreement between the City of Soledad and In Studio Architecture for the Design and Construction Management of the Soledad Community Center Remodel Project as Task Order #1. Under this Task Order, In-Studio Architecture (ISA) was tasked with the kitchen remodel design. On December 7, 2022, the City Council approved Task Order 1B Under an Agreement Between the City of Soledad and In Studio Architecture for the Design and Construction Management of the Soledad Community Center Remodel Project. Under Task Order 1B, ISA was to provide a design for the upgrades and repairs identified in the overall facility assessment of the Soledad Community Center.

On December 6, 2023, the City received an award notification that the Community Center received a $50,000 grant from T-Mobile to fund new stage lighting and an ADA lift. This project must be completed by December 31, 2024.

On April 9, 2024, the City Council approved a contract for construction services with David Construction & Management, Inc. for the Soledad Community Center Modernization Project (Soledad Community Center Remodel Project) for the total amount of $787,169 for the base bid of the project.

Review & Analysis

This project is fully under construction with the recent accomplishment of the finished stage lift and the delivery of the stage lighting and electrical. The kitchen remodel has had a few RFI's resulting in changes from the original scope of work and therefore requiring a contract change order. CCO 1

included the substitution of the hood to provide enough vertical clearance to avoid incidents, electrical work, the refurbishment of two doors, mold remediation/drywall, and a vinyl backsplash (FRP) to protect the wall along the sink for a total amount of $36,073 funded through the project's construction contingency.

With the recent discovery of mold along the back wall (South wall), the contractor has identified a substantial amount of water damage and mold on the existing studs warranting removal/replacement of sheetrock full height of the wall, insulation, installation of sister studs, and the application of both Ratguard/Kiltz Studs Plates, Paint, etc. This mold and wood rot was caused by the leaky roof, which was ultimately fixed in 2021, not the more recent water pipe break.

To avoid further delays on this project, CCO #2 has been approved administratively for $14,228 to perform the necessary work along the interior south wall, as the contractor is already working in this area and has the crew on staff to complete the task. However, there are several items that remain to be addressed to continue moving this project forward and ensuring that the necessary repairs/improvements are made under this Community Center Modernization Project. These include the following: the exterior flatwork and elevations, stage wall and ceiling finishes, grease interceptor conflicts, the waterline leak in the kitchen, the exterior south wall/wood rot repairs, and Bid ALT 1 – for the Gym Lighting and Winches. Staff, therefore, recommends that the City Council approve this Contract Change Order encompassing the remaining items for a total not to exceed the amount of $253,957.

Additionally, many of these change order items have required extensive efforts to track, review submittals, negotiate, and coordinate between the contractor and the City that was outside of the original scope of work for the Construction Management services being performed by In Studio Architect (ISA). This project is far from completion with the additional work outlined in the CCOs and the remaining work as part of the base bid project Scope of Work. Therefore, the Staff is recommending that the Council also approve an amendment to the consulting services agreement Task Order No. 1 for an amount not to exceed $20,000. To minimize the cost of construction management support, the City's contract Building Official will also assist with construction management.

Financial Considerations

The funding for this Contract Change Order and Amendment to Task Order No. 1 shall come from the American Rescue Plan Act (ARPA) Funds.

Original Construction Contract Amount - $749,685
Construction Contingency - $37,484

CCO #1 - $36,073

CCO #2 - $14,228

CCO #3 - $253,957 (Including Contingency)

New Const. Contract Amount - $1,053,943

Original Design/Const. Management Amount - $130,000

CA #1 – $20,000

New Design/Const. Management Amount - $150,000

Alternatives

- Approve the resolution as presented; or
- Modify the resolution; or
- Do not approve the Resolution. This is not recommended as denying this resolution may result in delays and costly repairs in the future. Additionally, both these items are required to continue completing this project.

Planning/CEQA

The proposed project is categorically exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. Section 15301 provides some, but does not limit project scope to, examples of such projects, including interior or exterior alterations involving such things as interior partitions, plumbing, and electrical conveyances. As detailed above, the proposed Project would be categorized under this description.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6150
Exhibit A - Change Order No 3
Resolution No. 6157
Exhibit B- ISA TO. 1 Amendment No. 1 Proposal

RESOLUTION NO. 6150

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONTRACT CHANGE ORDER FOR CONSTRUCTION SERVICES WITH DAVID CONSTRUCTION & MANAGEMENT, INC IN THE AMOUNT OF $230,870 PLUS A 10% CONTINGENCY FOR A TOTAL NOT TO EXCEED AMOUNT OF $253,957 FOR THE SOLEDAD COMMUNITY CENTER BUILDING MODERNIZATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT CHANGE ORDER ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the Soledad Community Center was constructed in 1993, and while there have been various repairs over the years, the facility is currently in need of a comprehensive overhaul; and

WHEREAS, on April 9, 2024, the City Council approved a contract for construction services with David Construction & Management, Inc. for the Soledad Community Center Building Modernization Project; and

WHEREAS, the Soledad Community Center is fully under construction, however, the kitchen remodel has hit some unexpected challenges including a broken water pipe and the discovery of mold and wood rot from a prior roof leak; and

WHEREAS, the construction contingency for this project has been depleted with prior items under Contract Change Orders No. 1 (CCO 1) and No. 2 (CCO 2).

WHEREAS, CCO 1 included the repair of the water pipe, substitution of the hood to provide enough vertical clearance to avoid incidents, electrical work, the refurbishment of two doors, mold remediation/drywall, and a vinyl backsplash (FRP) to protect the wall along the sink for a total amount of $36,073 funded through the project's construction contingency; and

WHEREAS, CCO 2 for additional mold remediation was approved administratively because it was under the City Manager's spending authority; and

WHEREAS, there is a remaining list of items that need to be addressed including wood rot and stud damage in the south wall caused by the roof leak, exterior flat and stucco work, and painting and texturing of stage walls; and

WHEREAS, given the resources already dedicated to this project and the electrical work already underway in the stage area, it is also recommended that the City Council approve one of the bid alternates for the gym lighting and basketball winches as part of a new change order (Contract Change Order No. 3); and

WHEREAS, this project is Categorically Exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301; and

WHEREAS, the Contract Change Order No. 3 for David Construction & Management, Inc. shall be funded through the American Rescue Plan Act: 276-5440-5632.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Soledad that a Contract Change Order for Construction Services with David Construction & Management, Inc in the amount of $230,870 plus a 10% Contingency for a total no to exceed amount of $253,957, a copy of the Change Order is attached hereto as **"Exhibit A"**, and by this reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

Exhibit A

September 4, 2024

CONTRACT CHANGE ORDER NO. 3

TO AN AGREEMENT BETWEEN THE CITY OF SOLEDAD AND DAVID CONSTRUCTION & MANAGEMENT FOR THE COMMUNITY CENTER MODERNIZATION PROJECT

WHEREAS, the City of Soledad, a municipal corporation of the State of California entered into an agreement dated April 9, 2024, with David Construction & Management for a total price of $749,685.13 for the Community Center Modernization Project.

1. **REASON FOR CHANGE.**

   This Contract Change Order No. 3 encompasses the changes listed in the description below:

   a. Exterior Flatwork Elevation Issues – to investigate/backfill and patch failed AC at identified pothole locations and corrective demolition and re-installation of flatwork/walkway between ADA parking stalls.
   b. Stage Wall and Ceiling Finishes
   c. Grease Interceptor Conflict
   d. Kitchen Waterline Repair
   e. Wood Rot Repair South Wall Exterior
   f. Bid Alt – Gym Lighting and Winches

   Please refer to the attached document, for a full description of changes in the scope of work.

2. **DESCRIPTION OF CHANGE.**

a.	Exterior Flatwork Elevation Issues	$17,556
b.	Stage Wall and Ceiling Finishes	$19,122
c.	Grease Interceptor Conflict	$6,851
d.	Kitchen Waterline Repair	$9,053
e.	Wood Rot Repair South Wall Exterior	$37,988
f.	Bid Alt – Gym Lighting and Winches	$140,300
	CCO No. 1 Total	**$230,870**

3. **CONTRACT COST SUMMARY.**

Original Contract Amount	**$749,685.13**
Contingency	$37,484.26
CC01	$14,228.00
CC02	$36,143.00
CC03	**$230,870.00**
New Total Amount	**$1068410.39**

APPROVED:

_____ _____

Megan Hunter Date
City Manager
City of Soledad

ACCEPTED:

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal is approved, that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment therefore the prices shown above.

DAVID CONSTRUCTION & MANAGEMENT

_____ _____

By: Date

END OF CONTRACT CHANGE ORDER NO.3

RESOLUTION NO. 6157

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AMENDMENT TO CONSULTING SERVICES AGREEMENT TASK ORDER NO. 1 WITH IN STUDIO ARCHITECTURE FOR $20,000 FOR A TOTAL CONTRACT AMOUNT NOT TO EXCEED $150,000 FOR THE SOLEDAD COMMUNITY CENTER BUILDING MODERNIZATION PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT CHANGE ORDER ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the Soledad Community Center was constructed in 1993, and while there have been various repairs over the years, the facility is currently in need of comprehensive overhaul; and

WHEREAS, on October 19, 2022, the City Council approved an Agreement between the City of Soledad and In Studio Architecture for design and construction management of the Soledad Community Center Building Modernization Project; and

WHEREAS, on December 7, 2022, the City Council approved Task Order 1B under an agreement between the City of Soledad and In Studio Architecture ("ISA") for the design and construction management of the Soledad Community Center Building Modernization Project; and

WHEREAS, this project is fully under construction, however, the kitchen remodel has hit some unexpected challenges including a broken water pipe and the discovery of mold and wood rot from a prior roof leak requiring additional Requests For Information (RFI's) and construction management support from ISA; and

WHEREAS, there are a number of new items that also need construction management support including exterior flat and stucco work, stage wall and ceiling finishes, grease interceptor realignment, and exterior south wall/wood rot repairs; and

WHEREAS, the newest Change Order No. 3 will also include bid Alternate 1 for gym lighting and basketball winches requiring additional construction management support not originally part of the ISA contract; and

WHEREAS, this project is Categorically Exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301; and

WHEREAS, the Amendment to Task Order No. 1 with In-Studio Architecture shall be funded through the American Rescue Plan Act: 276-5540-5632.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Soledad that an Amendment to Consulting Services Agreement Task Order No. 1 with In Studio Architecture for $20,000 for a contract total contract amount not to exceed $150,000, a copy of the Change Order is attached hereto as **"Exhibit B"**, and by this reference incorporated herein, is

hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of September 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

Exhibit B

AMENDMENT NO. 1

Architect:	ISA In Studio Architecture 250 Main Street Salinas, CA 93901	**Client:**	City of Soledad 248 Main Street Soledad, CA 93960
Architect Contact:	Alex Reynoso	**Client Contact:**	Don Wilcox
Agreement Date:	October 19, 2022	**Amendment Date:**	August 19, 2024
Project Name:	Soledad Community Center - Remodel	**Description:**	Design Services
Job No:	#2251	**Client Ref:**	

A. Scope of Services

In Studio Architecture was asked to provide design services for the remodel of the Community Center and separate the project into various alternates along with separate phasing or extended construction schedule. This amendment is to add a time for the extended and more complex construction phasing of the project. This additional scope increases the fee by $20,000 as outlined below.

B. Compensation

1. The Client agrees to increase the overall project compensation to a new total of One Hundred Fifty Thousand Dollars ($150,000).

Added Scope:	$20,000
Description Fees	
Original Fee	
Task #01	$50,000
Task #02	$80,000
Increased Amount	$20,000
New Total	$150,000

Architect shall not exceed this fee without Client's prior written authorization. Reimbursable expenses of Architect will be invoiced in accordance with the terms and conditions of the Agreement.

It is expressly understood that the requirements of Cal. Business and Professions Code § 5536.22 requiring mutual written agreement by the parties prior to proceeding with the work are met by this Amendment. In the event that contract negotiations are pending at the time this Amendment is executed, the parties understand and agree that upon execution of such final agreement, that all work performed under this Amendment will be governed by the terms and conditions thereof. In the event that an agreement has been executed by the parties at the time of this Amendment, it is understood that this Amendment amends the Agreement only as delineated herein, all other terms of the Agreement shall remain the same. Architect will not proceed with work until this form is executed and returned. The undersigned represents and warrants that he/she has the authority to bind the entity for which he/she is executing this Amendment.

Approved and Accepted:		Approved and Accepted:	
Architect: ISA In Studio Architecture		Client: City of Soledad	
Signature:		Signature:	
Printed Name:	Alex Reynoso, AIA C29184	Printed Name:	
Title:	Architect	Title:	
Date:	08-19-2024	Date:	

AGENDA ITEM NO. 1.

COUNCIL COMMUNICATION

SUBJECT: **3CE Senior Customer Accounts Manager Judi Young will present a brief presentation quarterly update.**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Judi Young, 3CE Senior Customer Account Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

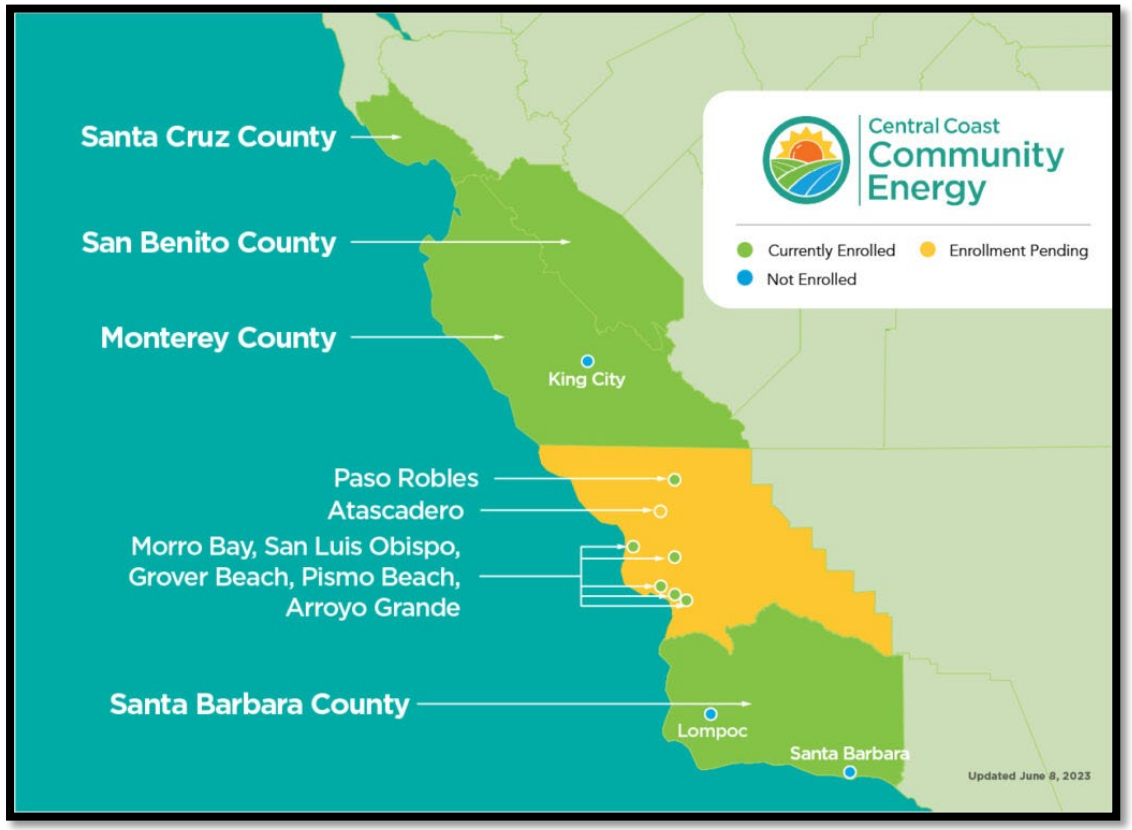
3CE Member Agency

Quarterly Meeting | April 2024

Agenda

- Introductions
- News & Events
- Energy Transition
- Energy Programs

Q&A

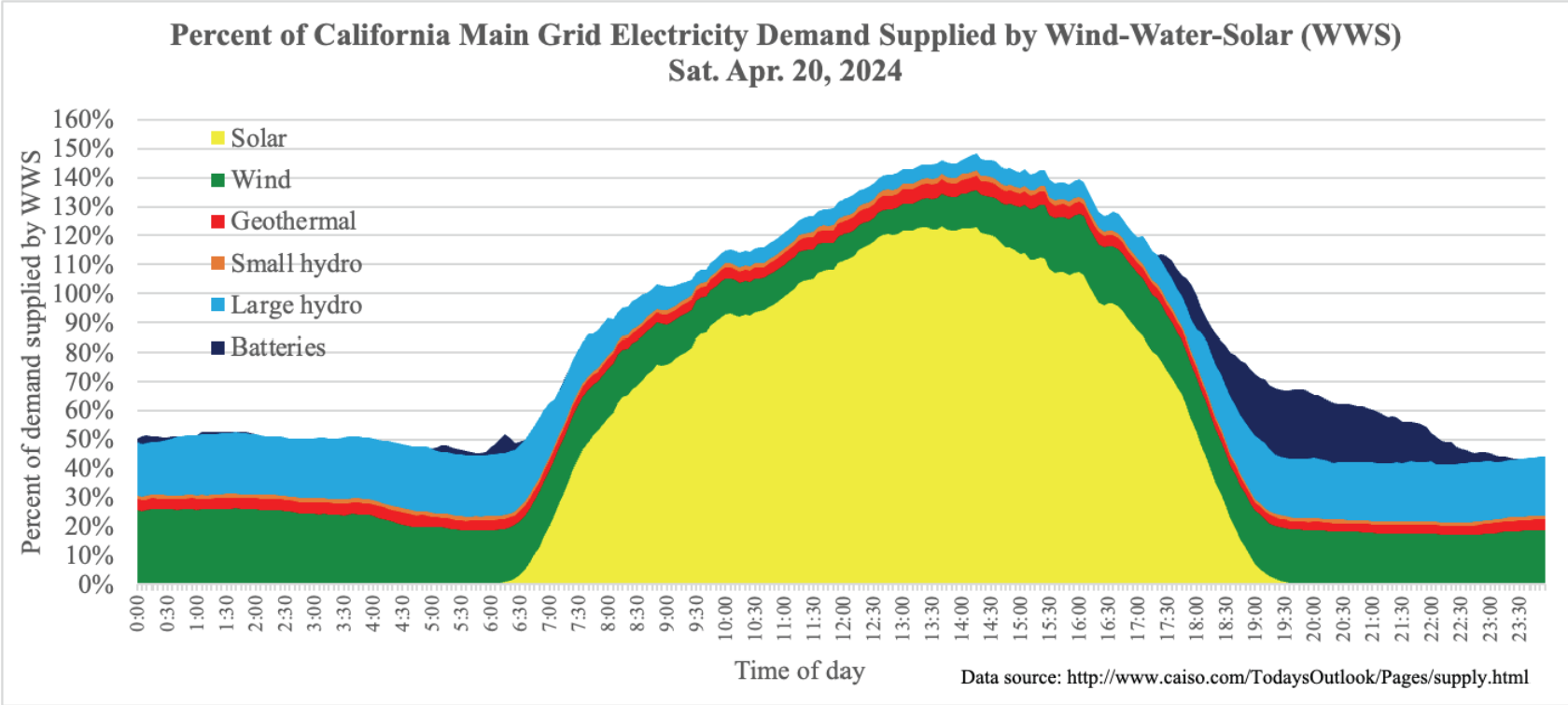


News & Events

- Annual Impact Report + Annual Presentation coming to your agency
- Income Graduated Fixed Charge (IGFC)
- California Climate Credits out this month
- New SLO Office

Energy Transition

WWS – A California Success Story



California CCAs

What California CCAs Are Doing

✓ Development of new renewable energy projects

7,004 Megawatts
New Solar Panels

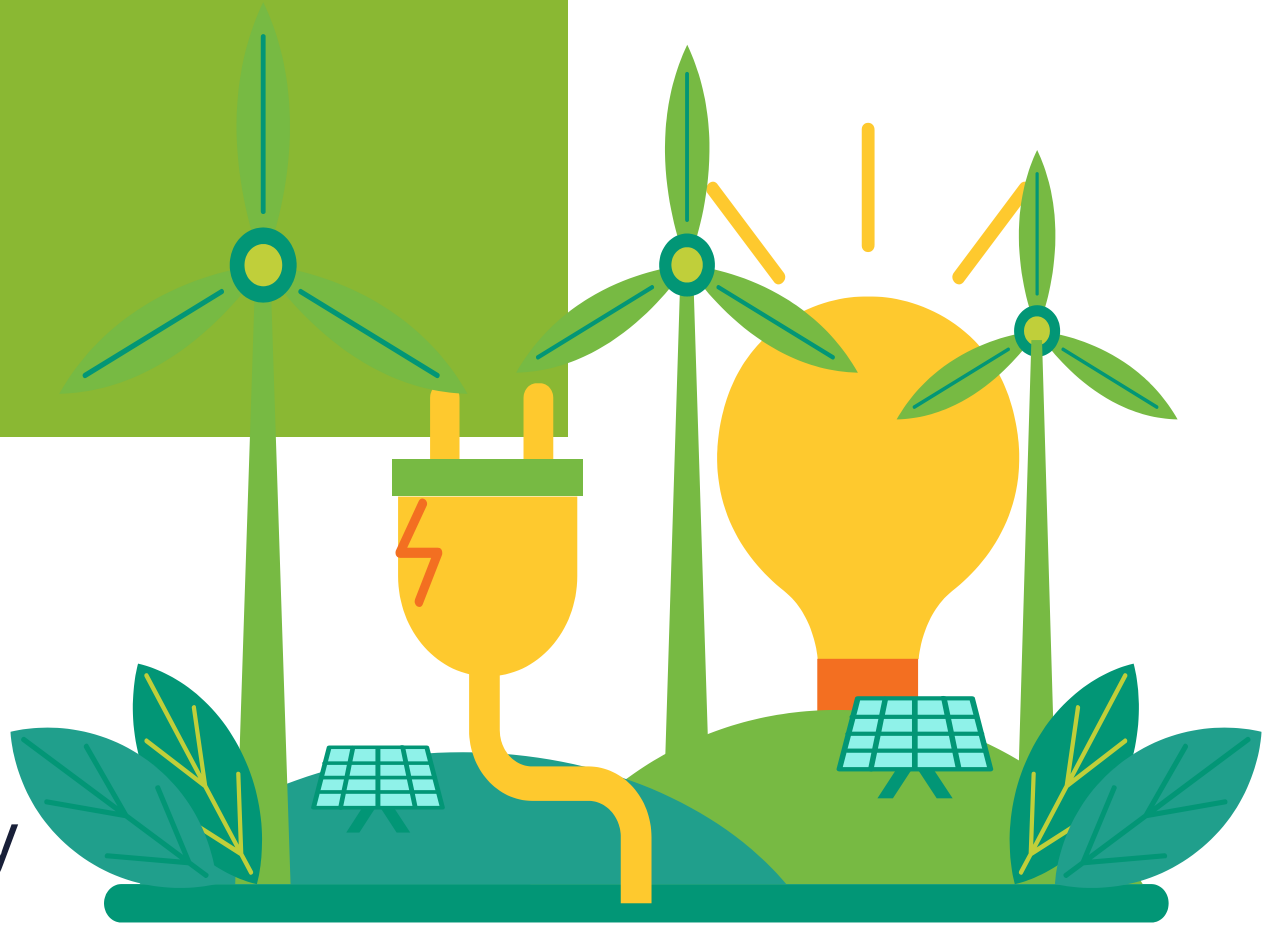
1,526 Megawatts
New Wind Turbines

5,014 Megawatts
New Energy Storage

325 Megawatts
New Geothermal

25 Megawatt
New Biogas

Energy Programs Update



FY23-24 Program Performance

- Member Agency Programs
- YTD Community Programs

Introducing our Director of Energy Programs, Chris Cook

Reach Codes

REACH Codes

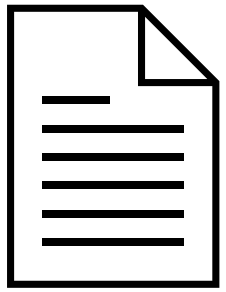
3CE's Reach Code program provides no-cost technical assistance to help local cities and counties adopt and implement reach codes

New Construction: City of Santa Cruz and San Luis Obispo recently adopted New Construction Reach Codes

Existing Buildings: City of Santa Cruz and San Luis Obispo investigating implementation of Existing Building

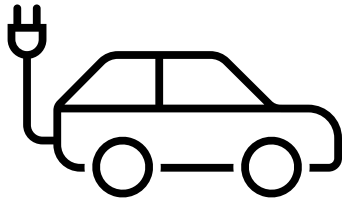
EV Reach Codes: City of Goleta EV infrastructure reach codes is in progress, going to Council in May

Plan, Electrify and Charge Your Fleet



PYF

- City of Carpinteria
- City of Greenfield
- City of Marina
- County of Monterey
- County of Santa Barbara



EYF

15 Vehicles

- City of San Luis Obispo
- City of Santa Maria
- County of Santa Cruz

CYF

24 Chargers

- City of Carpinteria
- City of Santa Cruz
- City of Santa Maria
- City of Watsonville

Community Programs

Central Coast Community Energy

Electric Bus Program

Electric Bus

1 Bus

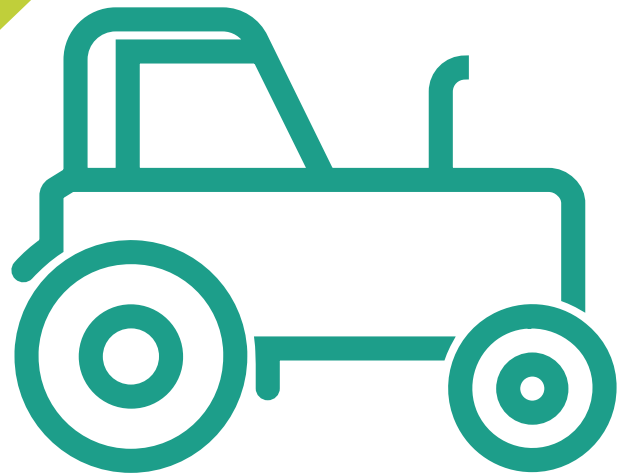
for Orcutt Union School District in Santa Barbara County

1 Charger

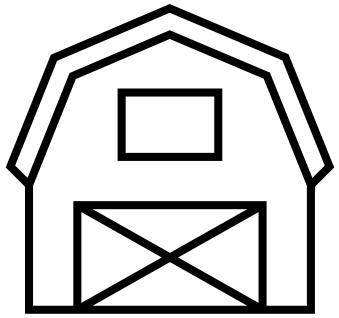
for Los Olivos School District in Santa Barbara County

Agriculture Electrification Program

Ag Electrification



- **4** Irrigation Pumps
- **4** Amiga Tractors
- **1** Forklift



4 of 9
applicants have Small Business Designation

New Construction Electrification

gram

New Construction Electrification

123
Multifamily Affordable Housing Units

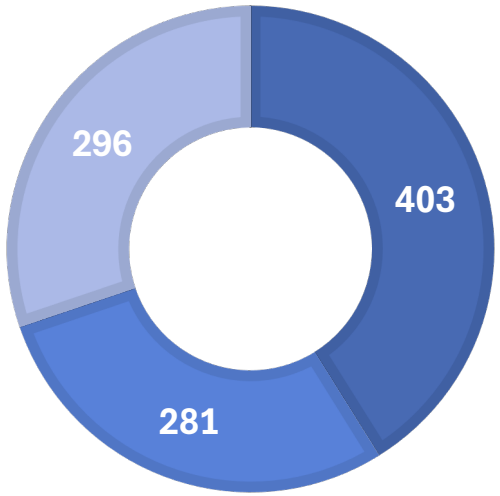
6
Single-Family and Accessory Dwelling Units

$334,500
Rebate Sum to date

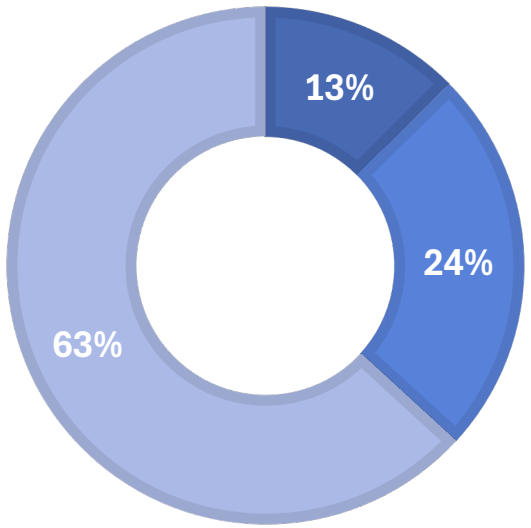
Electrify Your Ride Program

Electrify Your Ride

FY 2023-24 EYR FUNDS DISTRIBUTED BY MEASURE
SUM OF REBATES = $1,597,690



FY 2023-24 EYR FUNDS
% INCOME QUALIFIED INCENTIVES DISTRIBUTED



Battery EV | EV Readiness | Level 2 EV Charger | Income Qualified - Tier 1 | Income Qualified - Tier 2 | N/A

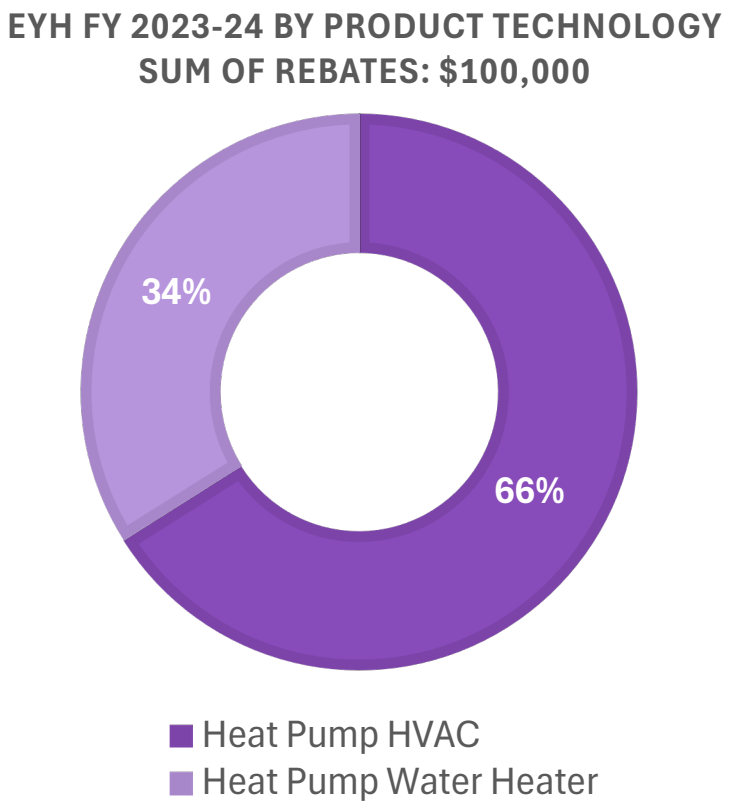
Electrify Your Home Program

Electrify Your Home

35
Heat Pump HVAC units

18
Heat Pump water heating units

Applicants in Monterey, San Luis Obispo, Santa Cruz and Santa Barbara Counties.



Demand-Side Management

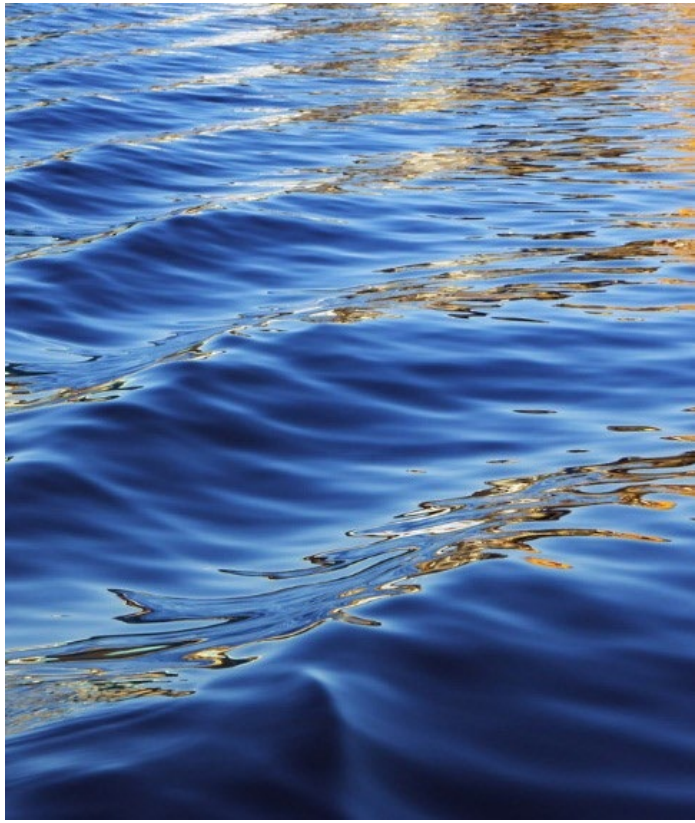
Battery Rebate Program for Demand Response

- The program will provide rebates to residential customers
- Benefits include:
  1. Load shifting for cost savings and more renewable energy
  2. Resiliency during power outages
  3. Tiered rebates to address specific customer needs

Q&A and Discussion

Judith Young
Senior Customer Accounts Manager
(805) 693-2000
jyoung@3ce.org

Thank you



AGENDA ITEM NO. 2.

COUNCIL COMMUNICATION

SUBJECT: **Salinas Valley Basin Groundwater Sustainability Agency Senior Consultant General Manager Piret Harmon will present a brief presentation update**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Piret Harmon, Salinas Valley Basin Groundwater Sustainability Agency Senior Consultant General Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Salinas Valley Basin
Groundwater Sustainability Agency

Salinas Valley Basin GSA Update

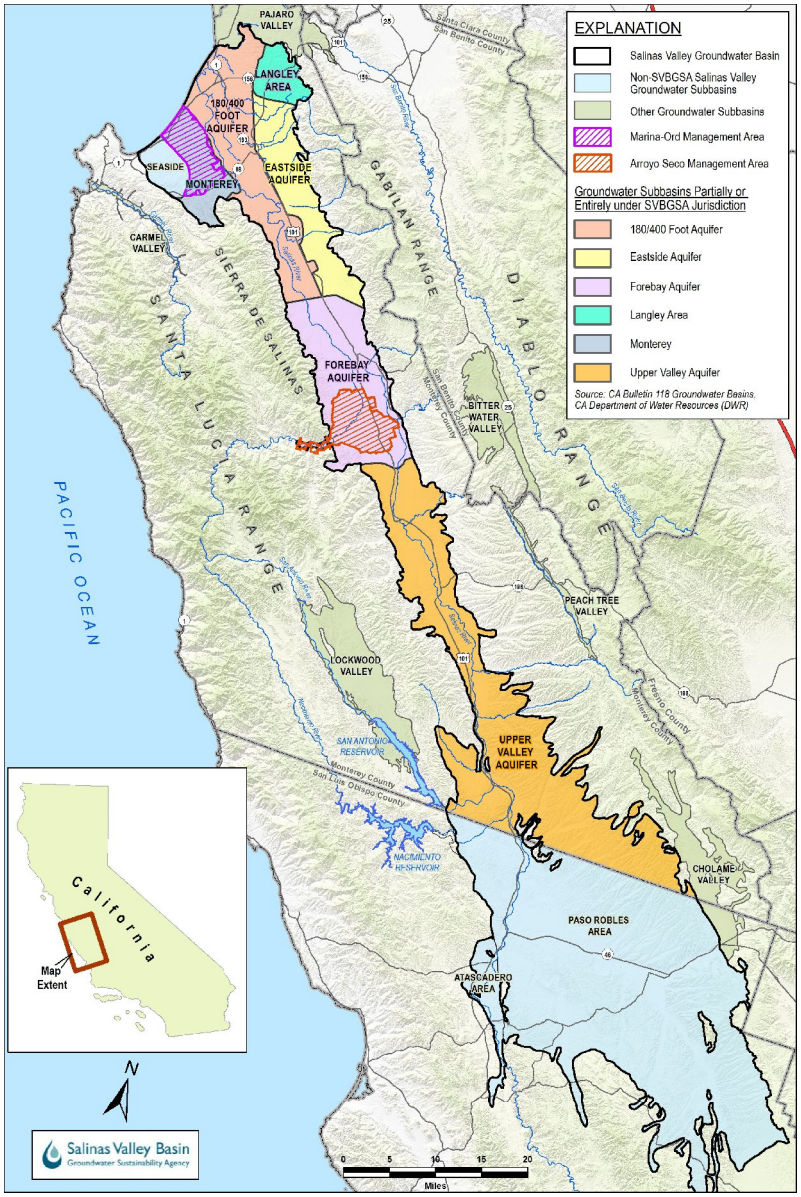
August 21, 2024
City of Soledad Council

SVBGSA Role and Goals

- Sustainably manage groundwater in the 6 subbasins that comprise Salinas Valley Groundwater Basin
  - Partner with other agencies responsible for water resources in region
  - Engage stakeholders and build strong alliances
- Groundwater Sustainability Plans submitted and approved by DWR
  - 180/400 Ft Aquifer Subbasin – 2020
  - Other 5 subbasins - 2022
- Main focus on GSP implementation
  - Plan evaluations and updates every 5 years
  - Reach sustainability in 20 years (2040 and 2042)
  - Consider 6 sustainability indicators

SVBGSA Jurisdictions

- Subbasins defined by DWR
  - 180/400
  - Monterey
  - Langley
  - Eastside
  - Forebay
  - Upper Valley
- Partner GSAs:
  - Marina Coast Water District GSA
  - Arroyo Seco GSA,
  - County of Monterey GSA



Grant Funding from DWR

- Sustainable Groundwater Management Implementation Round 1 Grant
  - $7.6 million
  - Focus 180/400 Subbasin
  - To be completed by Spring 2025
- Sustainable Groundwater Management Implementation Round 2 Grant – Monterey
  - $3.9 million for SVBGSA (subgrantee to MCWDGSA)
  - Focus Monterey Subbasin, Corral de Tierra Management Area
  - To be completed by Spring 2026
- Sustainable Groundwater Management Implementation Round 2 Grant – Salinas
  - $10.3 million
  - Focus Langley, Eastside, Forebay, Upper Valley Subbasins
  - To be completed by Spring 2026

Forebay Subbasin

- Average groundwater use about 147,000 acre feet per year (AFY)
- No undesirable results in last three water years

	Groundwater Levels	Seawater Intrusion	Groundwater Storage	Groundwater Quality	Land Subsidence	Depletion of ISW
WY 2021	√	√	√	√	√	√
WY 2022	√	√	√	√	√	√
WY 2023	√	√	√	√	√	√

- Address DWR Recommended Corrective Actions (7)
- Plan for future: Sustainable Management Criteria Technical Advisory Committee

Questions and Comments

Piret Harmon
Salinas Valley Basin Groundwater Sustainability Agency

harmonp@svbgsa.org

www.svbgsa.org

AGENDA ITEM NO. 1.

COUNCIL COMMUNICATION

SUBJECT: **Minutes**

TO: **Honorable Mayor and City Council**

FROM: **Darlene Noriega, Deputy City Clerk**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Special Meeting
July 31, 2024

CALL TO ORDER

Mayor Velazquez called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 6:01 p.m.

ROLL CALL

The Following Councilmembers/Agency members were present when the meeting was called to order:

Mayor/Chair	Anna M. Velazquez
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Fernando Cabrera
Councilmember/Agency Member	Evarista Bañuelos

THE FOLLOWING COUNCILMEMBER WAS ABSENT

Mayor Pro Tem/Vice Chair	Maria Corralejo

PLEDGE OF ALLIGIANCE

Moises Arizmendi led the Pledge of Allegiance

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

None

BUSINESS

1. Resolution No. 6138, A Resolution of the City Council of the City of Soledad Declaring an Emergency Pursuant to Section 20168 of the Public Contract Code and Section 3.24.040 of the Soledad Municipal Code and Authorizing Emergency Repair Work To Well No 11 In an Estimated Amount Not To Exceed $120,000, and Consider Calling for Implementation of Stage 2 Water Shortage Contingency Plan - Voluntary Reductions of up to 25% Water Use

Public Works Director Don Wilcox presented the staff report.

Public Works Water Department Manager Moises Arizmendi was also present and available to answer any questions.

There were no public comments.

Mayor Velazquez recommended staff continue to put forth updates on the work being done, up until the job is finished. She also asked that after this meeting, staff bring forth a full analysis on all wells in Soledad.

She recommended that moving forward, staff follow the protocol for notifying the council and the public. She would also like any communication to the public in both English and Spanish.

Motion: Councilmember Ansaldo-Sánchez made motion to approve Resolution No. 6138 with the recommendations of receiving updates on the progress until it is fixed, and not implement the Stage 2 water shortage contingency plan. Motion was seconded by Councilmember Bañuelos and carried by the following vote:

Action

Ayes:	Alsado-Sánchez, Bañuelos, Cabrera, Velazquez
Noes:	None
Abstain:	None
Absent:	Corralejo

ADJOURNMENT

Meeting adjourned at 6:41 p.m.

Minutes Approved: August 21, 2024

_____

ANNA M. VELAZQUEZ, Mayor/Chair

_____

MEGAN HUNTER, City Manager

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Regular Meeting
August 07, 2024

CALL TO ORDER

Councilmember Fernando Cabrera called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 6:11 p.m.

ROLL CALL

The Following Councilmembers/Agency members were present when the meeting was called to order:

Mayor/Chair	Anna M. Velazquez – Arrived at 6:13 p.m.
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Fernando Cabrera
Councilmember/Agency Member	Evarista Bañuelos

THE FOLLOWING COUNCILMEMBER WAS ABSENT

Mayor Pro Tem/Vice Chair	Maria Corralejo

PUBLIC COMMENT ON CLOSED SESSION ITEMS

None

CLOSED SESSION

1. The City Council will recess to closed session pursuant to Government Code Section 54956.8 to give instructions to the City's negotiator concerning the sale/exchange/lease of property located at 990 Los Coches Rd, Assessor Parcel Number 022-291-010-000. Instructions will include price and terms of payment.

CLOSED SESSION REPORTS

City Attorney Mike Rodriquez reported with respect to item no. 1, The council conferred with its negotiator regarding the item. No reportable action was taken.

PLEDGE OF ALLIGIANCE

Soledad Police Department Deputy Chief Fred Lombardi led the Pledge of Allegiance

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

Mr. Ramon Moreno asked said he would like an update regarding bumps and stop signs being added to the neighborhood he lives in. He knows a request was already given to City staff many times by others in his community, however, no update has been given.

COUNCIL PRESENTATIONS

1. Mayor Velazquez presented a proclamation of the City Council of the City of Soledad Proclaiming the First Tuesday in August as National Night Out.

Soledad Police Chief Wasson thanked the council for the proclamation.

Councilmembers gave numerous positive comments regarding the National Night Out event.

PRESENTATIONS

1. Public Works Director Don Wilcox gave a brief verbal presentation regarding the Soledad water system.

2. Soledad Police Special Services Officer Joe Escarsega and Soledad Police Department Code Enforcement Officer Phillip Celaya gave a presentation regarding the 2023/2024 Code Enforcement/Animal Control presentation.

The council had numerous questions and comments regarding both presentations.

CONSENT CALENDAR

There were no public comments.

Motion: Councilmember Cabrera made motion to approve items C-1 through C-9.
Motion was seconded by Councilmember Ansaldo-Sánchez and carried by the following vote:

Action

Ayes:	Cabrera, Ansaldo-Sánchez, Bañuelos, Velazquez
Noes:	None
Abstain:	None
Absent:	Corralejo

C-1. Joint City Council/Successor Agency Regular Meeting Minutes of 07/17/2024

C-2. Warrants 054870 - 151600

C-3. Human Resources Activity Report

C-4. Public Works Activity Report

C-5. Parks and Recreation Department Activity report

C-6. Community and Economic Development Department Activity report

C-7. Office of Community Engagement Activity Report

C-8. Fire Department Activity Report

C-9. Soledad Police Department Activity Report

PUBLIC HEARING NO. 1

PH-1. Resolution no. 6136, A Resolution of the City Council of the City Council Accepting the findings and Approving the Adoption of an Addendum to the 2005 General Plan Environmental Impact Report and Determining that Implementation of the 2023-2031 Housing Element does not Require Further Analysis Pursuant to the California Environmental Quality Act. (CEQA)
AND
Resolution No. 6137, A Resolution of the City Council of the City of Soledad Accepting the Findings and Approving the Adoption of the 2023-2031 City of Soledad Housing Element and Authorizing Staff to make non-policy revisions to the Housing element in response to future Department of Housing and Community Development (HCD) comments.

Housing Analyst Beatriz Trujillo and Associate Planner Ariana Mora presented the staff report.

Placeworks Senior Associate Nicole West was present in the meeting via Zoom and available to answer questions.

Public Hearing opened at 8:40 p.m.

Ther were no public comments.

Public Hearing closed at 8:41 p.m.

Council members had various questions and comments.

Motion: Councilmember Cabrera made motion to approve Resolutions No. 6136. Motion was seconded Councilmember Bañuelos and carried by the following vote:

Action
Ayes: Cabrera, Bañuelos, Ansaldo-Sánchez, Velazquez
Noes: None
Abstain: None
Absent: Corralejo

Motion: Councilmember Ansaldo-Sánchez made motion to approve Resolutions No. 6137 with minor modifications based on comments from Mayor Velazquez. Motion was seconded Councilmember Cabrera and carried by the following vote:

Action
Ayes: Ansaldo-Sánchez, Cabrera, Banuelos, Velazquez
Noes: None

Abstain: None
Absent: Corralejo

PUBLIC HEARING NO. 2

PH-2. Ordinance No. 770, An Ordinance of the City Council of the City of Soledad Amending Chapter 3.24-Purchasing System of Title 3-Revenue and Finance of the Municipal Code to Increase the Bidding requirements Threshold for the Purchase of Supplies and Equipment from $25,000 to $50,000

Attorney Mike Rodriquez presented the staff report.

Public Hearing opened at 9:35 p.m.

Ther were no public comments.

Public Hearing closed at 9:36 p.m.

City Attorney Mike Rodriquez clarified that these are not consulting agreements and would always be visible to the council and listed on the warrants.

Motion: Councilmember Ansaldo-Sánchez made motion to approve, waive reading and read by title only Ordinance No. 770. Motion was seconded Councilmember Cabrera and carried by the following vote:

Action
Ayes: Ansaldo-Sánchez, Cabrera, Bañuelos, Velazquez
Noes: None
Abstain: None
Absent: Corralejo

BUSINESS

1. Resolution No. 6139, A Resolution of the City Council of the City of Soledad Retroactively Approving and Application for Funding and the Execution of a Grant Agreement and any Amendments thereto from the Fiscal Year 2024 United States Department of Agriculture Rural Business Development Fund
   AND
   Resolution No. 6140, A Resolution of the City Council of the City of Soledad Approving a Professional Service Agreement Between the City of Soledad and the Monterey County Business Council for the Procurement of Consulting Services for the Completion of a Feasibility Study for the Soledad Container Village Project

Community and Economic Development Director Kao Nou Yang presented the staff report.

Monterey County Business Council Chief Operations Officer Paul Farmer was present in the meeting via Zoom available to answer any questions.

Motion: Councilmember Cabrera made motion to approve Resolution No. 6139 and 6140. Motion was seconded by Councilmember Bañuelos and carried by the following vote:

Action
Ayes: Cabrera, Bañuelos, Alsado-Sánchez, Velazquez
Noes: None
Abstain: None
Absent: Corralejo

2. Ordinance No. 771, An Ordinance of the City Council of the City of Soledad Increasing Council Compensation.

City Attorney Mike Rodriquez presented the staff report.

There were no public comments.

Finance Director Mike Howard confirmed that moving forward with these increases will not interfere with the approved 2024/2025 budget. The council increase was built into the budget.

Motion: Councilmember Ansaldo-Sánchez made motion to Introduce, Waive reading and Read by Title Only Ordinance No. 771, with the recommendation of the maximum amount. Motion was seconded by Councilmember Cabrera and carried by the following vote:

Action
Ayes: Alsado-Sánchez, Cabrera, Bañuelos, Velazquez
Noes: None
Abstain: None
Absent: Corralejo

3. Resolution No. 6141, A Resolution of the City Council of the City of Soledad Dissolving the City's Measure S and Y Citizen Overnight Committees and Approving the Formation of a New Combined "City of Soledad Transactions and Use Tax Citizen Oversight Committee."

City Attorney Mike Rodriquez presented the staff report.

- A new ordinance dissolves the current Measure S and Y Committee.
- It will create a new combined, seven-member committee called the Transaction and Use Tax Oversight Committee.
- The committee would be comprised of one member being appointed by each councilmember, including the Mayor.
- The Mayor would have two additional appointments.
- Members of the committee will receive a $50 stipend each meeting they participate in.

There were no public comments.

Motion: Councilmember Bañuelos made motion to approve Resolution No. 6141. Motion was seconded by Councilmember Ansaldo-Sánchez and was carried by the following vote:

Action

Ayes:	Bañuelos, Ansaldo-Sánchez, Cabrera, Velazquez
Noes:	None
Abstain:	None
Absent:	None

MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

1. On 07/18 she met with City Manager Megan Hunter.
2. On 07/20 she attended the Latina Professionals Network event.
3. On 07/22 she attended the First Five Commissioners meeting and presented a proclamation.
4. On 07/30 she attended the MST Board Ad hoc meeting.
5. On 07/31 she attended the City of Soledad Special Council meeting.
6. On 08/02 she attended a meeting with the Monterey County Mayors.
7. On 08/02 She attended the Ribbon Cutting for New Perspectives.
8. On 08/06 she attended the National Night Out event.
9. On 08/07 she attended a meeting with Supervisor Lopez and City Manager Megan Hunter.

COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS

Councilmember Bañuelos had 8 items to report:
1. She attended the open house for the Gateway Workshop.
2. On 07/04 she attended the Soledad 4th of July event.
3. On 07/06 she attended the City of Soledad's Hot Summer Days event.
4. On 07/11 she attended the Soledad Cemetery Board meeting.
5. On 07/06 she attended the National Night Out event.
6. On 07/22 she attended a meeting with LAFCO and the Soledad Cemetery Board.
7. She attended the 4th Annual Open House in Greenfield with Supervisor Lopez.
8. She acknowledged members of the Measure Y committee that always attended the scheduled meetings.

Councilmember Ansaldo-Sánchez had 3 items to report:
1. On 07/06 he attended the National Night Out event.
2. He acknowledged and thanked the school staff for this new year.
3. He acknowledged his sister who will be starting college soon.

Councilmember Cabrera had 3 items to report:
1. On 07/10 he attended the Soledad Historical Society meeting.
2. On 07/31 he attended the City of Soledad Special Council meeting.
3. On 07/05 he attended the Railroad Committee meeting.

CITY MANAGERS' REPORT

1. She thanked staff and the council for quickly getting together for a Special meeting when it was needed.
2. She will be collaborating with staff to improve public outreach on our utilities systems.
3. There are still no applicants for District 3.
4. She attended a meeting with the Soledad Lions Club and she will be bringing that item before the council.

FUTURE AGENDA ITEMS

Councilmember Cabrera requested 1 future agenda item:
1. He would like an update regarding the City Council Rules and Procedures and other sub committees.

Councilmember Ansaldo-Sánchez requested 4 future agenda items:
1. He would like to discuss how the council can let people know further information regarding the Districts.
2. He would like to have a candidate forum.
3. He would like to move forward with discussing a Legislative Ad Hoc Committee.
4. He is interested in having a rent control ordinance in Soledad and have Renters Rights workshops.

Councilmember Bañuelos had no requests for future agenda items.

Mayor Velazquez had no requests for future agenda items. She also let the public know that she has received a City cell phone, and she now has a new phone number. She has requested that the councilmembers phone numbers be posted on the website accessible to the public.

City Attorney Mike Rodriquez reminded the council and the public that the 08/21/2024 meeting will be starting at 5:30 p.m.

ADJOURNMENT

Meeting adjourned at 8:42 p.m.

Minutes Approved: August 7, 2024

_____
ANNA M. VELAZQUEZ, Mayor/Chair

_____
MEGAN HUNTER, City Manager

AGENDA ITEM NO. 2.

COUNCIL COMMUNICATION

SUBJECT: **Warrants**

TO: **Honorable Mayor and City Council**

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

VENDOR SET: 01 City of Soledad
BANK: * ALL BANKS
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
C-CHECK	VOID CHECK	V	8/09/2024			055143		
C-CHECK	VOID CHECK	V	8/09/2024			055148		
C-CHECK	VOID CHECK	V	8/09/2024			055149		
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
C-CHECK	SUN LIFE ASSURANCE COMPAVOIDED	V	8/09/2024			055150		2,283.39CR
C-CHECK	VOID CHECK	V	8/09/2024			055151		
C-CHECK	VOID CHECK	V	8/09/2024			055168		
C-CHECK	VOID CHECK	V	8/09/2024			055172		
C-CHECK	VOID CHECK	V	8/09/2024			055182		
C-CHECK	VOID CHECK	V	8/09/2024			055185		
C-CHECK	VOID CHECK	V	8/09/2024			055190		
C-CHECK	VOID CHECK	V	8/09/2024			055223		
C-CHECK	VOID CHECK	V	8/09/2024			055242		

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0			0.00	0.00	0.00
HAND CHECKS:	0			0.00	0.00	0.00
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	12	VOID DEBITS	0.00			
		VOID CREDITS	2,283.39CR	2,283.39CR	0.00	

TOTAL ERRORS: 0

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: * TOTALS:	12	2,283.39CR	0.00	0.00
BANK: * TOTALS:	12	2,283.39CR	0.00	0.00

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
DAMWAS		DAMON WASSON							
	I-073024	DAMON WASSON	R	8/02/2024	1,500.00		055136		1,500.00
COMOEM		COUNTY OF MONTEREY DEPT OF EME							
	I-FY 24/25-Q1	COUNTY OF MONTEREY DEPT OF EME	R	8/06/2024	114,612.00		055137		114,612.00
AFLAC		AFLAC HEADQUARTERS							
	I-AF2202408062220	AFLAC CONTRIBUTION	R	8/09/2024	912.88		055138		
	I-AFL202408062220	AFLAC CONTRIBUTION	R	8/09/2024	1,168.77		055138		2,081.65
CALIFS		CALIFORNIA STATE DISBURSEMENT							
	I-CH 202408062220	CHILD SUPPORT CONTRIBUTION	R	8/09/2024	1,061.07		055139		1,061.07
COMM F		COMMUNITY FOUNDATION FOR MONTE							
	I-CCD202408062220	CAPITAL CAMPAIGN DONATION	R	8/09/2024	120.00		055140		120.00
ICMA R		MISSION SQUARE-109117							
	I-401202408062220	EMPLOYEE DEDUCTION	R	8/09/2024	243.42		055141		243.42
PRINCI		PRINCIPAL LIFE INSURANCE COMPA							
	I-110202408062220	DENTAL INSURANCE	R	8/09/2024	3,103.59		055142		
	I-120202408062220	VISION INSURANCE	R	8/09/2024	509.06		055142		3,612.65
SEIU L		SEIU LOCAL 521							
	I-SCO202408062220	EMPLOYEE CONTRIBUTION	R	8/09/2024	24.00		055144		
	I-SEI202408062220	EMPLOYEE CONTRIBUTION	R	8/09/2024	1,471.68		055144		1,495.68
SPOA		SOLEDAD POLICE OFFICERS ASSOCI							
	I-SPO202408062220	POLICE OFFICERS CONTRIBUTIONS	R	8/09/2024	720.00		055145		720.00
STAEDD		STATE OF CALIFORNIA E.D.D.							
	I-T2 202408062220	STATE TAX W/H	R	8/09/2024	11,455.95		055146		11,455.95
STPERS		STATE OF CALIFORNIA PERS							
	I-PCR202408062220	CHIEF & LIEUTENANT	R	8/09/2024	3,447.99		055147		
	I-PEC202408062220	City of Soledad Conf PEPRA	R	8/09/2024	295.10		055147		
	I-PEP202408062220	EMPLOYEE CONTRIBUTION	R	8/09/2024	10,178.60		055147		
	I-PER202408062220	City of Soledad Regular Empl	R	8/09/2024	10,635.84		055147		
	I-PES202408062220	City of Soledad Police	R	8/09/2024	5,563.15		055147		
	I-PKE202408062220	City of Soledad Conf. Employee	R	8/09/2024	330.78		055147		
	I-PME202408062220	City of Soledad Reg Managers	R	8/09/2024	527.49		055147		
	I-PMR202408062220	City of Soledad Managers	R	8/09/2024	764.87		055147		
	I-PPE202408062220	City of Soledad Police	R	8/09/2024	2,355.08		055147		
	I-PPR202408062220	City of Soledad Police	R	8/09/2024	2,622.99		055147		
	I-PPS202408062220	City of Soledad Police	R	8/09/2024	5,559.08		055147		
	I-PRE202408062220	EMPLOYEE CONTRIBUTION	R	8/09/2024	4,711.43		055147		
	I-PRR202408062220	City of Soledad Regular Empl	R	8/09/2024	7,311.16		055147		54,303.56

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SUNLIF		SUN LIFE ASSURANCE COMPANY OF							
	I-SLI202408062220	LIFE, AD&D, LTD	V	8/09/2024	1,903.48		055150		
	I-SLS202408062220	SUPPLEMENTAL	V	8/09/2024	379.91		055150		2,283.39
SUNLIF		SUN LIFE ASSURANCE COMPANY OF							
	M-CHECK	SUN LIFE ASSURANCE COMPAVOIDED	V	8/09/2024			055150		2,283.39CR
UNIWAY		UNITED WAY MONTEREY COUNTY							
	I-UN 202408062220	UNITED WAY CONTRIBUTIONS	R	8/09/2024	2.00		055152		2.00
VANTAG		MISSION SQUARE-303584							
	I-D15202408062220	DEFERRED-EMPLOYEE PORTION	R	8/09/2024	567.74		055153		
	I-DDD202408062220	DEFERRED-EMPLOYEE PORTION	R	8/09/2024	8,145.00		055153		
	I-DEF202408062220	DEFERRED-EMPLOYEE PORTION	R	8/09/2024	1,122.10		055153		9,834.84
360PSM		360PSM INC.							
	I-Crack Seal - 1	Crack Seal Proj. Labor Complia	R	8/09/2024	795.66		055154		795.66
ALLSTA		ALL STAR FIRE EQUIPMENT, INC.							
	I-256936	ALL STAR FIRE EQUIPMENT, INC.	R	8/09/2024	573.43		055155		573.43
AMAZON		AMAZON CAPITAL SERVICES							
	I-1C3N-HLVC-PM7H	Hot Summer Days	R	8/09/2024	126.26		055156		126.26
ANGJOH		ANGEL H. JOHNSTONE							
	I-1022	CDBG Consulting	R	8/09/2024	16,280.36		055157		16,280.36
ATDWT		ATD WINDOW TINTING							
	I-3361	FD-Window Tint	R	8/09/2024	972.00		055158		972.00
AUTOZO		AUTOZONE LLC							
	C-5509680788	Equip. Maint. Return	R	8/09/2024	59.79CR		055159		
	C-5509705353	Thermostat Housing Return	R	8/09/2024	20.65CR		055159		
	C-5509708420	Thermostate Housing Return	R	8/09/2024	20.65CR		055159		
	I-5509680767	Equip. Maint.	R	8/09/2024	59.79		055159		
	I-5509713033	Front Wheel Bearing	R	8/09/2024	100.03		055159		58.73
CAROLL		CAROLLO ENGINEERS, INC.							
	I-FB53890-6	Recycled Water Conveyance Proj	R	8/09/2024	123,927.07		055160		
	I-FB53925-7	Recycled Water Conveyance Proj	R	8/09/2024	311,275.53		055160		435,202.60
CONEXW		BIZON GROUP INC.							
	I-INV-306810	Container-Gateway	R	8/09/2024	130.01		055161		130.01

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
DEPTRA		DEPARTMENT OF TRANSPORTATION							
	I-SL241077	Signals & Lighting	R	8/09/2024	911.16		055162		911.16
EMCPLA		EMC PLANNING GROUP INC.							
	I-16-001-81	Miramonte Support	R	8/09/2024	15,199.03		055163		
	I-16-001-82	Miramonte Support	R	8/09/2024	3,076.84		055163		18,275.87
GRANIC		GRANICUS, LLC							
	I-184136	Peak Agenda Mgmt. 2023-2024	R	8/09/2024	8,400.00		055164		8,400.00
KCGLAS		KING CITY GLASS INC.							
	I-KC17996	DC's Window Tint	R	8/09/2024	386.86		055165		386.86
MARKMI		MARK A. MILLER							
	I-070824 4	Water Tank Cleaning	R	8/09/2024	4,305.00		055166		4,305.00
SOLACE		ALCANTAR ACE HARDWARE							
	I-158/1	Drill Bits & Misc. Fasteners	R	8/09/2024	67.02		055167		
	I-244/1	Irrigation Parts	R	8/09/2024	18.71		055167		
	I-26/1	Paint Brush, Screw Extractor	R	8/09/2024	37.12		055167		
	I-266/1	Weed Eater String	R	8/09/2024	91.75		055167		
	I-312/1	Paint/2 AMP Fuse	R	8/09/2024	21.39		055167		
	I-328/1	Irrigation Timer Connectors	R	8/09/2024	35.35		055167		
	I-34/1	Tool Bag Connector Set	R	8/09/2024	43.44		055167		
	I-473/1	Irrigation Sprinkler & Fitting	R	8/09/2024	71.37		055167		
	I-504/1	Drip System Fittings	R	8/09/2024	21.39		055167		
	I-551/1	Irrigation Fittings	R	8/09/2024	22.64		055167		
	I-557/1	Splash Pad	R	8/09/2024	25.76		055167		
	I-605/1	Chainsaw Oil/Irrigation Parts	R	8/09/2024	155.48		055167		
	I-629/1	Flag Pole Light City Hall	R	8/09/2024	15.16		055167		
	I-660/1	Dust Masks	R	8/09/2024	39.32		055167		
	I-667/1	Paint/Rust Remover/Paint Mixer	R	8/09/2024	22.48		055167		
	I-682/1	Torch Gas/Mask	R	8/09/2024	104.84		055167		
	I-764/1	Irrigation Repair Parts	R	8/09/2024	32.48		055167		
	I-772/1	1" PVC Pipe	R	8/09/2024	13.10		055167		
	I-775/1	Picnic Table Repairs	R	8/09/2024	99.72		055167		
	I-781/1	Irrigation Parts	R	8/09/2024	57.78		055167		996.30
SOLTRU		SOLEDAD TRUE VALUE							
	I-080924	Final Reimb-Front Door Replace	R	8/09/2024	7,569.33		055169		7,569.33
STAPLE		STAPLES BUSINESS CREDIT							
	I-6005193932	STAPLES BUSINESS CREDIT	R	8/09/2024	360.48		055170		360.48

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
SUNLIF		SUN LIFE ASSURANCE COMPANY OF							
	I-110202407092211	DENTAL INSURANCE	R	8/09/2024	2,660.90		055171		
	I-120202407092211	VISION INSURANCE	R	8/09/2024	477.56		055171		
	I-SLI202407092211	LIFE, AD&D, LTD	R	8/09/2024	1,751.52		055171		
	I-SLS202407092211	SUPPLEMENTAL	R	8/09/2024	345.78		055171		5,235.76
TAMC		TAMC							
	I-060424	TAMC Fees-June 2024	R	8/09/2024	1,290.10		055173		1,290.10
TERMIN		RENTOKIL NORTH AMERICA INC							
	I-447808610	RENTOKIL NORTH AMERICA INC	R	8/09/2024	45.00		055174		45.00
USBANP		U.S. BANK CORPORATE PAYMENT SY							
	I-070824 FD	FD-Tool Repair	R	8/09/2024	380.00		055175		
	A/C# 4246 0445 5575 8782								
	I-070824 Jason	Various Charges	R	8/09/2024	406.79		055175		
	A/C# 4246 0445 5575 8782								
	I-070824 Jesus	Various Charges	R	8/09/2024	963.67		055175		1,750.46
	A/C# 4246 0445 5575 8782								
ACCBUS		ACC BUSINESS							
	I-241923916	Internet - City Hall	R	8/09/2024	2,452.72		055176		2,452.72
ACCBUS		ACC BUSINESS							
	I-241949152	Internet	R	8/09/2024	2,032.99		055177		2,032.99
ACCBUS		ACC BUSINESS							
	I-241959769	ACC BUSINESS	R	8/09/2024	1,019.17		055178		1,019.17
ACCBUS		ACC BUSINESS							
	I-241999027	WWTP Internet Service	R	8/09/2024	1,341.31		055179		1,341.31
AK&CO		ANITA KEREZSI							
	I-SOLEDAD-25-1	SB90 Claims Admin	R	8/09/2024	2,000.00		055180		2,000.00
ALCANA		ALCANTAR ACE HARDWARE							
	C-1494	ALCANTAR ACE HARDWARE	R	8/09/2024	3.15CR		055181		
	I-1150	ALCANTAR ACE HARDWARE	R	8/09/2024	25.12		055181		
	I-1205	ALCANTAR ACE HARDWARE	R	8/09/2024	19.65		055181		
	I-1321	ALCANTAR ACE HARDWARE	R	8/09/2024	6.09		055181		
	I-1337	ALCANTAR ACE HARDWARE	R	8/09/2024	155.11		055181		
	I-1361	ALCANTAR ACE HARDWARE	R	8/09/2024	44.15		055181		
	I-1365	ALCANTAR ACE HARDWARE	R	8/09/2024	9.82		055181		
	I-1385	ALCANTAR ACE HARDWARE	R	8/09/2024	41.49		055181		
	I-1389	ALCANTAR ACE HARDWARE	R	8/09/2024	13.07		055181		
	I-1394	ALCANTAR ACE HARDWARE	R	8/09/2024	15.05		055181		
	I-1395	ALCANTAR ACE HARDWARE	R	8/09/2024	21.84		055181		
	I-1433	ALCANTAR ACE HARDWARE	R	8/09/2024	14.84		055181		

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	I-1454	ALCANTAR ACE HARDWARE	R	8/09/2024	21.39		055181		
	I-1473	ALCANTAR ACE HARDWARE	R	8/09/2024	45.87		055181		
	I-1481	ALCANTAR ACE HARDWARE	R	8/09/2024	65.51		055181		
	I-1490	ALCANTAR ACE HARDWARE	R	8/09/2024	7.39		055181		
	I-1495	ALCANTAR ACE HARDWARE	R	8/09/2024	14.19		055181		
	I-1498	ALCANTAR ACE HARDWARE	R	8/09/2024	2.65		055181		
	I-1522	ALCANTAR ACE HARDWARE	R	8/09/2024	66.02		055181		
	I-1523	ALCANTAR ACE HARDWARE	R	8/09/2024	7.64		055181		
	I-1538	ALCANTAR ACE HARDWARE	R	8/09/2024	70.96		055181		
	I-1541	ALCANTAR ACE HARDWARE	R	8/09/2024	15.05		055181		
	I-1542	ALCANTAR ACE HARDWARE	R	8/09/2024	12.00		055181		
	I-1563	ALCANTAR ACE HARDWARE	R	8/09/2024	4.36		055181		
	I-1589	ALCANTAR ACE HARDWARE	R	8/09/2024	116.86		055181		
	I-1591	ALCANTAR ACE HARDWARE	R	8/09/2024	41.50		055181		854.47
alhamb		Alhambra							
	I-18185522 080224	Water & Dispenser	R	8/09/2024	15.97		055183		
	I-21460558 080124	Water Service	R	8/09/2024	404.16		055183		420.13
AMAZON		AMAZON CAPITAL SERVICES							
	C-16NG-9YRM-1K36	Refund for Bad Drives	R	8/09/2024	1,529.44CR		055184		
	I-11VP-KPHW-7KLC	SSO Storage for PD Server/Case	R	8/09/2024	769.85		055184		
	I-1466-3F39-1KJH	AMAZON CAPITAL SERVICES	R	8/09/2024	209.07		055184		
	I-147D-PF1V-96NX	AMAZON CAPITAL SERVICES	R	8/09/2024	108.08		055184		
	I-14Y4-WCDY-YG1Y	Scale for Fitness Center	R	8/09/2024	495.51		055184		
	I-16Q1-NHR4-7RFF	Office Desk Fan	R	8/09/2024	117.39		055184		
	I-17NV-6DPL-3DW4	Office Tool Kit/ Water Access	R	8/09/2024	82.09		055184		
	I-19CH-3XFR-6PYM	AMAZON CAPITAL SERVICES	R	8/09/2024	13.97		055184		
	I-19GM-TV9X-XF3G	AMAZON CAPITAL SERVICES	R	8/09/2024	156.70		055184		
	I-1C1G-3W4P-1VXW	AMAZON CAPITAL SERVICES	R	8/09/2024	305.89		055184		
	I-1C6L-PXXD-1G16	AMAZON CAPITAL SERVICES	R	8/09/2024	49.11		055184		
	I-1CVT-YFGT-3V4F	AMAZON CAPITAL SERVICES	R	8/09/2024	152.95		055184		
	I-1FDV-6RT7-1V3L	AMAZON CAPITAL SERVICES	R	8/09/2024	191.87		055184		
	I-1GCM-YCPT-6YMR	Label Printer for Inv Tracking	R	8/09/2024	287.26		055184		
	I-1H7C-HYNM-VDWL	Receipt Paper Blue Tape	R	8/09/2024	104.93		055184		
	I-1JH3-VGWF-1W1M	AMAZON CAPITAL SERVICES	R	8/09/2024	47.58		055184		
	I-1KQL-Q3JM-CL4D	Membership Cards	R	8/09/2024	109.00		055184		
	I-1PPJ-T41Q-HRQ3	Drives for PD Case	R	8/09/2024	1,442.04		055184		
	I-1QHJ-YPKN-3LLY	Council Member Phone Case	R	8/09/2024	46.97		055184		
	I-1TNK-MWPF-3W4K	HR Supplies	R	8/09/2024	57.05		055184		
	I-1TYF-XKYL-3P7Y	AMAZON CAPITAL SERVICES	R	8/09/2024	10.80		055184		
	I-1W99-6647-F19Q	AMAZON CAPITAL SERVICES	R	8/09/2024	294.81		055184		
	I-1XJJ-VP9F-1HQQ	Keyboard Case for IPad for Eva	R	8/09/2024	88.37		055184		
	I-1YKQ-L1PV-7PVC	IPhone Case for Council Member	R	8/09/2024	14.19		055184		
	I-1YV4-J4MJ-7YGL	Laundry Detergent	R	8/09/2024	86.82		055184		3,712.86

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
AMESUP		AMERICAN SUPPLY COMPANY							
	I-3037113	AMERICAN SUPPLY COMPANY	R	8/09/2024	669.48		055186		
	I-3037702	AMERICAN SUPPLY COMPANY	R	8/09/2024	195.78		055186		
	I-3037703	AMERICAN SUPPLY COMPANY	R	8/09/2024	87.73		055186		952.99
ANIMAL		ANIMAL DAMAGE MANAGEMENT, INC.							
	I-351965	ANIMAL DAMAGE MANAGEMENT, INC.	R	8/09/2024	200.00		055187		200.00
AUDRIX		RUBEN ZAMORA							
	I-080624	RUBEN ZAMORA	R	8/09/2024	500.00		055188		500.00
AUTOZO		AUTOZONE LLC							
	C-5509725178	AUTOZONE LLC	R	8/09/2024	4.88CR		055189		
	C-5509730309	3/8 Rachet	R	8/09/2024	40.77CR		055189		
	C-5509734422	Continental Serp	R	8/09/2024	33.57CR		055189		
	C-5509741111	AUTOZONE LLC	R	8/09/2024	162.04CR		055189		
	I-5509730309	3/8 Ratchet	R	8/09/2024	40.77		055189		
	I-5509734420	Serpentine Belt	R	8/09/2024	23.24		055189		
	I-5509735585	AUTOZONE LLC	R	8/09/2024	45.65		055189		
	I-5509737468	AUTOZONE LLC	R	8/09/2024	82.05		055189		
	I-5509737793	AUTOZONE LLC	R	8/09/2024	8.50		055189		
	I-5509737891	AUTOZONE LLC	R	8/09/2024	14.13		055189		
	I-5509738574	Vehicle Supplies	R	8/09/2024	31.62		055189		
	I-5509738860	AUTOZONE LLC	R	8/09/2024	54.36		055189		
	I-5509738861	AUTOZONE LLC	R	8/09/2024	162.04		055189		
	I-5509738907	AUTOZONE LLC	R	8/09/2024	17.38		055189		
	I-5509739005	AUTOZONE LLC	R	8/09/2024	114.17		055189		
	I-5509739310	AUTOZONE LLC	R	8/09/2024	105.48		055189		
	I-5509741081	AUTOZONE LLC	R	8/09/2024	231.63		055189		
	I-5509741193	AUTOZONE LLC	R	8/09/2024	30.43		055189		
	I-5509741709	AUTOZONE LLC	R	8/09/2024	31.62		055189		
	I-5509741714	AUTOZONE LLC	R	8/09/2024	11.07		055189		
	I-5509741781	AUTOZONE LLC	R	8/09/2024	102.17		055189		
	I-5509742244	AUTOZONE LLC	R	8/09/2024	55.88		055189		
	I-5509742786	AUTOZONE LLC	R	8/09/2024	92.45		055189		
	I-5509742839	AUTOZONE LLC	R	8/09/2024	47.93		055189		
	I-5509742973	AUTOZONE LLC	R	8/09/2024	16.83		055189		
	I-5509743018	AUTOZONE LLC	R	8/09/2024	4.21		055189		
	I-6290849016	Booster Pump Support Shocks	R	8/09/2024	39.31		055189		
	I-6290849365	AUTOZONE LLC	R	8/09/2024	201.83		055189		1,323.49
BADGER		BADGER METER, INC.							
	I-80166378	Badger Meter Signal	R	8/09/2024	1,362.30		055191		1,362.30

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
BAILEY		BAILEY STREET LIMITED							
	I-100522505	Polymer for Plant	R	8/09/2024	11,508.40		055192		11,508.40
BENITE		JESUS BENITEZ							
	I-2082	Rental Security	R	8/09/2024	450.00		055193		450.00
BOUTRE		BOUND TREE MEDICAL, LLC.							
	I-85434002	BOUND TREE MEDICAL, LLC.	R	8/09/2024	213.91		055194		213.91
BUENRO		OBED BUENROSTRO							
	I-08052024	Reimburse Fire Wood	R	8/09/2024	120.00		055195		120.00
CASTJ		JESSIE MEZA CASTANEDA							
	I-08062024	Mobile Food Vender - Cancel	R	8/09/2024	300.00		055196		300.00
CISO		CITY OF SOLEDAD							
	I-07312024	Water Services	R	8/09/2024	34,084.48		055197		34,084.48
CORE&M		CORE & MAIN LP							
	I-V075469	Backflow Enclosure City Hall	R	8/09/2024	5,111.62		055198		
	I-V349894	Stock Poly Fittings/C-Copter	R	8/09/2024	3,434.99		055198		8,546.61
CPCA T		CALIFORNIA POLICE CHIEFS ASSOC							
	I-6465	Dues	R	8/09/2024	365.00		055199		365.00
DATA		DATAFLOW BUSINESS SYSTEMS, INC							
	I-396866	DATAFLOW BUSINESS SYSTEMS, INC	R	8/09/2024	373.09		055200		
	I-397287	DATAFLOW BUSINESS SYSTEMS, INC	R	8/09/2024	12.50		055200		385.59
ELIZEM		EMMA ESPINOZA ELIZALDE							
	I-08062024	Mobile Food Vendor - Cancel	R	8/09/2024	300.00		055201		300.00
EMCPLA		EMC PLANNING GROUP INC.							
	I-24-110-1	General Planning Services	R	8/09/2024	886.57		055202		886.57
GONZAC		GONZALES ACE HARDWARE INC.							
	I-035467/3	Park Locks	R	8/09/2024	108.40		055203		
	I-035506/3	Head Lamp	R	8/09/2024	86.76		055203		195.16
GRAINE		GRAINGER							
	I-9200252907	GRAINGER	R	8/09/2024	307.42		055204		
	I-9201242519	GRAINGER	R	8/09/2024	246.40		055204		
	I-9202310356	GRAINGER	R	8/09/2024	346.10		055204		
	I-9202530771	GRAINGER	R	8/09/2024	31.27		055204		
	I-9205200778	GRAINGER	R	8/09/2024	145.42		055204		
	I-9205486997	GRAINGER	R	8/09/2024	179.93		055204		1,256.54

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
GREENR		GREEN RUBBER-KENNEDY AG							
	I-429238	GREEN RUBBER-KENNEDY AG	R	8/09/2024	237.70		055205		
	I-429291	GREEN RUBBER-KENNEDY AG	R	8/09/2024	12.23		055205		249.93
GUERR		DAMIAN GUERRERO							
	I-123	Orchard Lane Park Service	R	8/09/2024	4,000.00		055206		
	I-124	San Vicente Landscape	R	8/09/2024	1,500.00		055206		
	I-125	Serra Rio Park Service	R	8/09/2024	1,750.00		055206		
	I-126	DAMIAN GUERRERO	R	8/09/2024	250.00		055206		
	I-127	Davalos Park Bio Park Service	R	8/09/2024	1,750.00		055206		
	I-128	Calle Vol Verde Bio Service	R	8/09/2024	1,750.00		055206		
	I-130	Little League Basketball Court	R	8/09/2024	650.00		055206		
	I-131	DAMIAN GUERRERO	R	8/09/2024	100.00		055206		
	I-132	DAMIAN GUERRERO	R	8/09/2024	100.00		055206		
	I-133	DAMIAN GUERRERO	R	8/09/2024	100.00		055206		
	I-134	Weed Abatement	R	8/09/2024	1,000.00		055206		
	I-135	West St. Trimming	R	8/09/2024	2,200.00		055206		15,150.00
GYMREP		GUILLIEMO GARCIA							
	I-01175	Facility Fitness Equip Repairs	R	8/09/2024	2,230.00		055207		2,230.00
HILLYA		HILLYARD, INC.							
	I-605545669	Janitorial	R	8/09/2024	30.00		055208		30.00
J.R. G		J.R. GENERAL CONTRACTOR							
	I-07222024	Encroachment Permit Dep Rel	R	8/09/2024	1,133.00		055209		1,133.00
JACKC		CRYSTAL JACKSON							
	I-08062024	Seafood Vendor - Cancel	R	8/09/2024	500.00		055210		500.00
JBHEAT		JBENJAMIN LARA CHAVEZ							
	I-00076	HVAC Repair	R	8/09/2024	340.00		055211		
	I-00078	Sleeping quarters at F D	R	8/09/2024	1,000.00		055211		
	I-00079	FD Modular Office	R	8/09/2024	840.00		055211		2,180.00
JHERNA		JOSE HERNANDEZ							
	I-07312024	2024/25 Boot Reimbursement	R	8/09/2024	250.00		055212		250.00
JOESS		JOE'S SEWER & DRAIN							
	I-08062024	Encroachment Permit Dep Rel	R	8/09/2024	1,092.00		055213		1,092.00
JOHNEL		JOHNSON ENGINEERED SYSTEMS INC							
	I-4082499	JOHNSON ENGINEERED SYSTEMS INC	R	8/09/2024	150.00		055214		150.00

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
LARRYD		LARRY DAVIS ASSOCIATES, LLC							
	I-4631	Internet Troubleshooting	R	8/09/2024	1,110.00		055215		1,110.00
LAWPRO		LAWSON PRODUCTS							
	I-9311709705	LAWSON PRODUCTS	R	8/09/2024	262.41		055216		262.41
LEXIPO		LEXIPOL, LLC							
	I-11235289	LEXIPOL, LLC	R	8/09/2024	3,133.26		055217		3,133.26
MAGBRO		MAGGIORA BROS. DRILLING, INC.							
	I-M24-092	Well#10 CP Brush/Swap/Bail	R	8/09/2024	4,920.00		055218		
	I-M24-093	Well #10 Pump Test set UP	R	8/09/2024	23,400.00		055218		28,320.00
MOTIND		MOTION INDUSTRIES, INC.							
	I-CA19-00790395	Gear Unit-Headworks	R	8/09/2024	1,824.68		055219		
	I-CA19-00790401	Express Shipping-Headworks	R	8/09/2024	682.81		055219		2,507.49
MY JEE		SALINAS LINCOLN MERCURY, INC							
	I-257239	SALINAS LINCOLN MERCURY, INC	R	8/09/2024	309.05		055220		309.05
NEWSV		NEWSV MEDIA							
	I-116920	Public Notices	R	8/09/2024	214.42		055221		214.42
OREAUT		O'REILLY AUTO PARTS							
	I-204669	O'REILLY AUTO PARTS	R	8/09/2024	68.66		055222		
	I-204677	O'REILLY AUTO PARTS	R	8/09/2024	23.00		055222		
	I-204678	O'REILLY AUTO PARTS	R	8/09/2024	105.00		055222		
	I-205018	O'REILLY AUTO PARTS	R	8/09/2024	114.52		055222		
	I-205020	O'REILLY AUTO PARTS	R	8/09/2024	31.76		055222		
	I-205130	O'REILLY AUTO PARTS	R	8/09/2024	109.24		055222		
	I-205172	O'REILLY AUTO PARTS	R	8/09/2024	16.42		055222		
	I-205173	O'REILLY AUTO PARTS	R	8/09/2024	24.02		055222		
	I-205706	O'REILLY AUTO PARTS	R	8/09/2024	57.88		055222		
	I-205780	O'REILLY AUTO PARTS	R	8/09/2024	136.56		055222		
	I-205857	O'REILLY AUTO PARTS	R	8/09/2024	35.18		055222		
	I-206005	O'REILLY AUTO PARTS	R	8/09/2024	92.82		055222		
	I-206052	O'REILLY AUTO PARTS	R	8/09/2024	74.80		055222		
	I-206071	O'REILLY AUTO PARTS	R	8/09/2024	4.92		055222		
	I-206192	O'REILLY AUTO PARTS	R	8/09/2024	67.54		055222		
	I-206658	O'REILLY AUTO PARTS	R	8/09/2024	382.36		055222		1,344.68
P.G.E.		PACIFIC GAS & ELECTRIC							
	I-07/16/24-2880	PACIFIC GAS & ELECTRIC	R	8/09/2024	6,885.27		055224		
	I-07/19/24-1450	PACIFIC GAS & ELECTRIC	R	8/09/2024	3,388.56		055224		
	I-07/23/24-7320	PACIFIC GAS & ELECTRIC	R	8/09/2024	5,306.82		055224		
	I-07/25/24-9418	PACIFIC GAS & ELECTRIC	R	8/09/2024	31,696.89		055224		47,277.54

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR	I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
PENINS		PENINSULA WELDING & MEDICAL SU							
	I-264409	PENINSULA WELDING & MEDICAL SU	R	8/09/2024	165.95		055225		
	I-264864	PENINSULA WELDING & MEDICAL SU	R	8/09/2024	119.10		055225		285.05
PREAUT		PRECISION AUTOMOTIVE							
	I-I023884	PRECISION AUTOMOTIVE	R	8/09/2024	240.00		055226		240.00
RAINFO		RAIN FOR RENT							
	I-2037487	Pipe for Well #10	R	8/09/2024	61.09		055227		61.09
REYTIR		JESUS REYES							
	I-12652	Tire Patch/Repair	R	8/09/2024	180.59		055228		
	I-12707	Front Tire Replacement/ Instal	R	8/09/2024	440.07		055228		620.66
SAFETY		SAFETY-KLEEN SYSTEMS, INC.							
	I-94945554	Oil & Liquid Absorbents	R	8/09/2024	197.50		055229		197.50
SIGIRR		SIGNATURE IRRIGATION							
	I-54200	PVC Parts Well #6	R	8/09/2024	28.54		055230		28.54
SOLAUT		SOLEDAD AUTO PARTS							
	C-186847	Brake Caliper Return	R	8/09/2024	32.78CR		055231		
	C-186952	Return Compressor	R	8/09/2024	499.93CR		055231		
	I-186865	Shop Equipment Creeper Kit	R	8/09/2024	126.66		055231		
	I-186876	Repairs - Dump Truck	R	8/09/2024	482.10		055231		
	I-186917	Belt Repairs - Dump Truck	R	8/09/2024	299.09		055231		
	I-186918	Battery Service Trucks	R	8/09/2024	240.35		055231		
	I-186927	Dump Truck Compressor	R	8/09/2024	499.93		055231		
	I-186950	Hose Reel-Replacement at Shop	R	8/09/2024	343.89		055231		
	I-186964	A/C Compressor-Dump Truck	R	8/09/2024	499.16		055231		1,958.47
SOLTRU		SOLEDAD TRUE VALUE							
	I-08012024	Batteries Line Locator	R	8/09/2024	34.92		055232		
	I-08052024	Oil for Storm Pond Pump	R	8/09/2024	10.36		055232		45.28
STAPLE		STAPLES BUSINESS CREDIT							
	I-6007633648	Office Supplies	R	8/09/2024	20.98		055233		
	I-6007633649	Office Supplies	R	8/09/2024	108.79		055233		
	I-6007633650	Janitorial Services	R	8/09/2024	48.93		055233		
	I-6007633651	Janitorial Supplies	R	8/09/2024	106.01		055233		
	I-6007633652	Office Supplies/Batteries/Tone	R	8/09/2024	822.50		055233		
	I-6007633653	Office Supplies	R	8/09/2024	304.56		055233		
	I-6007633654	USB	R	8/09/2024	188.96		055233		
	I-6007633655	USB	R	8/09/2024	70.99		055233		
	I-6007633656	Office Supplies	R	8/09/2024	11.69		055233		
	I-6007633657	Certificate Paper	R	8/09/2024	98.26		055233		1,781.67

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
TERMIN	RENTOKIL NORTH AMERICA INC							
I-448962161	Pest Control	R	8/09/2024	45.00		055234		
I-448980236	RENTOKIL NORTH AMERICA INC	R	8/09/2024	45.00		055234		90.00
TMOBIL	T-MOBILE USA, INC							
I-07212024	Cell Phones	R	8/09/2024	80.33		055235		80.33
TOWNSE	TOWNSEND PUBLIC AFFAIRS, INC							
I-22060	Grant Write	R	8/09/2024	5,000.00		055236		5,000.00
TRICIT	TRI-CITIES DISPOSAL AND RECYCL							
I-0001104659	Plant Clean UP	R	8/09/2024	365.22		055237		
I-2024-07	Garbage Fees/July 2024	R	8/09/2024	159,181.24		055237		159,546.46
TRINIP	TRINIDAD ZAVALA							
I-24-0722 MU	TRINIDAD ZAVALA	R	8/09/2024	450.00		055238		450.00
USBANK	U.S. BANK							
I-7409484	Bond Admin Fee	R	8/09/2024	2,750.00		055239		2,750.00
VERIZO	VERIZON WIRELESS							
I-9969661239	Air Cards	R	8/09/2024	38.52		055240		
I-9969661240	Cell Phone Service	R	8/09/2024	782.20		055240		820.72
VESTIS	VESTIS GROUP, INC							
I-5110512022	PW Uniforms/Parks & Streets	R	8/09/2024	108.94		055241		
I-5110512023	PW Uniforms/Fleet	R	8/09/2024	118.03		055241		
I-5110512027	WW Uniforms	R	8/09/2024	375.59		055241		
I-5110512028	Water Uniforms	R	8/09/2024	96.02		055241		
I-5110516488	PW Uniforms/Parks & Streets	R	8/09/2024	117.62		055241		
I-5110516489	PW Uniforms/Fleet	R	8/09/2024	130.97		055241		
I-5110516493	WW Uniforms	R	8/09/2024	390.42		055241		
I-5110516494	Water Uniforms	R	8/09/2024	106.61		055241		1,444.20
P.G.E.	PACIFIC GAS & ELECTRIC							
I-1185069-4	Little League Park Project	H	1/28/2015	180.86		151600		180.86

* * T O T A L S * *	NO		INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	95		1,066,620.02	0.00	1,064,336.63
HAND CHECKS:	1		180.86	0.00	180.86
DRAFTS:	0		0.00	0.00	0.00
EFT:	0		0.00	0.00	0.00
NON CHECKS:	0		0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00			
	VOID CREDITS	2,283.39CR	2,283.39CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 01 City of Soledad
BANK: APRAB Mechanics Bank
DATE RANGE: 0/00/0000 THRU 99/99/9999

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT

	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APRAB TOTALS:	97	1,064,517.49	0.00	1,064,517.49
BANK: APRAB TOTALS:	97	1,064,517.49	0.00	1,064,517.49
REPORT TOTALS:	97	1,064,517.49	0.00	1,064,517.49

SELECTION CRITERIA

VENDOR SET: 01-City of Soledad
VENDOR: ALL
BANK CODES: All
FUNDS: All

CHECK SELECTION

CHECK RANGE: 055136 THRU 999999
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS
SEQUENCE: CHECK NUMBER

PRINT TRANSACTIONS: YES
PRINT G/L: NO
UNPOSTED ONLY: NO
EXCLUDE UNPOSTED: NO
MANUAL ONLY: NO
STUB COMMENTS: YES
REPORT FOOTER: NO
CHECK STATUS: NO
PRINT STATUS: * - All

AGENDA ITEM NO. 3.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6142, a Resolution of the City Council of the City of Soledad Approving the Application for Grant Funds for the Youth Community Access Grant Program for $145,930 and Authorizing the City Manager to Execute an Agreement with the State of California on Behalf of the City if Awarded**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Jessica Potts, Parks and Recreation Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad approve Resolution No.6142, "Approving the Application for Grant Funds for the Youth Community Access Grant Program for $145,930 and Authorizing the City Manager to Execute an Agreement with the State of California on Behalf of the City if Awarded".

Executive Summary

Providing low-cost, accessible outdoor access to encourage healthy and active opportunities is a part of the Soledad Parks and Recreation Department's (SPR) mission. The Youth Community Access Grant Program (YCA) would provide valuable funding to develop a Youth Outdoor Adventure Program and expand access to those in Soledad who might not otherwise be able to afford to participate. If funded, the Youth Outdoor Adventure Program will offer up to eight (8) outings for 40 youth, ages 10-17 over a two-year period. Funds would cover the cost of admission, transportation, food, and staffing, as well as two annual local outdoor art activities that would build connection to the community and its open spaces.

Background

The State of California Natural Resources Agency is seeking to increase youth access to natural or cultural resources with a focus on low-income and disadvantaged communities. The funds are specifically focused on funding programs that connect people who lack access, fostering a sense of belonging for all Californians in the outdoors.

The available grants range from $25,000 to $500,000. The City is working with Townsend Public Affairs, Inc. to submit the application by the deadline. It is anticipated that grants will be awarded Fall

2025.

Review & Analysis

With the creation of the Parks and Recreation Department in 2021, staff has worked to establish a foundation of well-rounded recreational and leisure opportunities for the community of all ages and demographics. Programming for youth and seniors was expressed to be a priority for the City Council. In building youth and multi-generational programming capacity, SPR has created social and active programs through sports, visual and performing arts, and cultural activities, as well as a variety of family-focused special events, like the annual Dia del Los Muertos event.

Through the grant, the City will launch the Youth Outdoor Adventure Program. This program will take youth groups on various outings throughout the area to explore and experience outdoor spaces, and other new environments. If the City of Soledad received the YCA grant, the SPR Department will plan and implement up to eight (8) outings over a two-year period. Up to 40 youth, ages 10-17, would be invited to participate in each outing. Funds would cover the cost of admission, transportation, food, and staffing, as well as two annual local outdoor art activities that would build connection to the community and its open spaces. As a part of the quarterly travel experiences, a partnership with FamCamp would be formed, providing an overnight camping experience for up to 30 youth, exposing them to an out-of-doors learning experience.

To apply for the grant, the City Council must approve a resolution approving submittal of the application, certifying compliance with grant requirements, and authorizing the City Manager or designee to conduct all negotiations and execute and submit all related documents.

Financial Considerations

Costs associated with preparing the City's YCA grant application are included in the contractual agreement between the City of Soledad and Townsend Public Affairs, Inc. Programming costs will be determined by the grant award. The City is applying for $145,930 to be used to support the costs associated with the creation and implementation of a Youth Outdoor Adventure Program.

Alternatives

- Approve the Resolution as recommended.
- Do not approve the Resolution and provide other direction to staff.

Planning/CEQA

The submission of an application to the YCA Grant Program for youth programming is not considered a project for the purposes of CEQA and has no potential for resulting in either a direct or indirect impact to the environment.

Public Notice Requirements

Not Applicable.

Attachment(s):
Resolution 6142 - Youth Community Access Grant

Attachment 1

RESOLUTION NO. 6142

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE APPLICATION FOR GRANT FUNDS FOR THE YOUTH COMMUNITY ACCESS GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE OF CALIFORNIA ON BEHALF OF THE CITY IF AWARDED

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California Natural Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California Natural Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, if selected, the City of Soledad will enter into an agreement with the State of California to carry out the project.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Soledad:

1. Approves the filing of an application for the Youth Outdoor Adventures Program; and
2. Certifies that Applicant understands the assurances and certification in the application package; and
3. Certifies that Applicant or title holder will have enough funds to operate and maintain the project consistent with the grant guideline requirements or will secure the resources to do so; and
4. Certifies that it will comply with all provisions of Section 1771.5 of the California Labor Code; and
5. If applicable, certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, and disabled access laws, and that prior to commencement of construction all applicable permits will have been obtained; and
6. Appoints the City Manager or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to, applications, agreements, payment requests and so on, which may be necessary for the completion of the aforementioned project(s).

PASSED AND ADOPTED by the City Council of the City of Soledad, at a regular meeting duly held on the 21st day of August 2024, by the following vote:

AYES, and in favor thereof Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

AGENDA ITEM NO. 4.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6143, a Resolution of the City of Soledad Establishing a New On-Call Consultant List of Professional Services**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Donald Wilcox, Public Works Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider Resolution No. 6143, a Resolution of the City of Soledad "Establishing a New On-Call Consultant List of Professional Services".

Executive Summary

The City engages regularly with consulting firms to perform a variety of professional services to assist with the delivery of Capital Improvement Program (CIP) Projects and to support other efforts in the Public Works Department. The staff has determined it was appropriate to seek qualifications from interested consulting firms due to the number of current and expected CIP projects. To ensure that we continue to move projects forward and avoid lengthy requests for qualifications, Staff is recommending that the City Council approve establishing a new on-call list for professional services.

Background

Under Resolution 5698, a list of on-call services of consultants was approved by City Council on April 7, 2021, to provide more flexibility to City Staff for required infrastructure upgrades or repairs and increase efficiencies with the established list of pre-qualified professional services firms. In addition, in March 2024, Caltrans requested a copy of the City's on-call consultant Request for Proposals (RFP) from 2021, and after their review Caltrans determined that due to the inclusion of cost as an evaluation criteria within the City's RFP, that solicitation could not be used for state funded projects after January 1, 2024. Cost could also not be an evaluation criteria for consultant selection for federally funded projects prior to January 1, 2024.

Under Resolution 5888, a new on-call consultant list was established by the City Council on November 2, 2022. Staff had identified disciplines and subdisciplines that were not included in the prior RFQs and considered it necessary to retain them for a complete list of additional supporting services per discipline.

Review & Analysis

Staff issued a state and federal compliant Request for Qualifications (RFQ) on July 2nd, 2024, on Planetbids for professional support services for municipal engineering projects, including, but not limited to, parks and facilities architectural support, capital improvement project delivery, development review, staff augmentation, and other professional services. Approval of this new list will enable the City to accelerate project timelines by utilizing any of the qualified firms in the established list for projects, thus eliminating the need to request proposals or statements of qualifications formally through the bidding process. Additionally, the parameters of this RFQ were changed slightly so that fee schedules were eliminated as part of the selection criteria to avoid conflicts in federal and state funding opportunities. Project proposals will continue to be sought for projects in excess of the City Manager's authorization and taken to the Council for approval.

The RFQ had a submission due date of July 31, 2024, which resulted in the City receiving 33 Statements of Qualifications (SOQs) from various consulting firms. Upon comparing the qualifications, approach, experience, and references of the responding parties, Staff found and deemed them all responsive. The list shall be for a duration of two years, with one-year optional renewals for a total of three years possible.

Financial Considerations

Funding for these services is based on the existing Fiscal Year 24/25 Budget. Any additional funding required in excess of what has been budgeted would require a budget amendment subject to City Council approval.

Alternatives

- Approve the resolution as presented; or
- Reject the proposed resolution and provide other direction; this action is not recommended as the City would not be able to accomplish CIP projects that are necessary to maintain the City.

Planning/CEQA

Pursuant to Section 21065 of the CEQA Guidelines, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. Establishing an On-Call Consultant List of firms that assist the City perform a variety of professional services to facilitate projects in not a project under CEQA as it will not cause a direct physical change to the environment and will not cause a reasonably foreseeable indirect physical change to the environment. Any project resulting in the use of the On-Call List shall be subjected to CEQA review and analysis.

Public Notice Requirements

None required

Attachment(s):
Resolution No. 6143
Exhibit A - On-Call Consultants List

RESOLUTION NO. 6143

A RESOLUTION OF THE CITY OF SOLEDAD ESTABLISHING A NEW ON-CALL CONSULTANT LIST OF PROFESSIONAL SERVICES

WHEREAS, the City engages regularly with consulting firms to perform a variety of professional services to assist with the delivery of Capital Improvement Program (CIP) Projects and other support efforts in the Public Works Department; and

WHEREAS, under resolution 5698 a list of on-call services of consultants was approved by City Council on April 7, 2021, to provide more flexibility to City Staff for required infrastructure upgrades or repairs and increase efficiencies with the established list of pre-qualified professional services firms; and

WHEREAS, under resolution 5888 a new on-call consultant list was established by the City Council on November 2, 2022, which included disciplines and subdisciplines that were not included in the prior RFQs and considered necessary to retain for a complete list of additional supporting services; and

WHEREAS, on July 2, 2024, Staff issued a Request for Qualifications (RFQ) on Planetbids for professional services for municipal engineering projects, parks and facilities, architectural support, capital improvement project delivery, development review, staff augmentation and other professional services; and

WHEREAS, the City received a total of 33 Statement of Qualifications (SOQs) from various consulting firms; and

WHEREAS, Staff reviewed the submitted SOQs and compared the qualifications, approach, experience, and references of the responding parties and deemed them all responsive; and

WHEREAS, pursuant to California Public Resources Code 21065, the establishment of a on-call consultant list does not constitute a project as it will not cause either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and any project conducted under this on-call list shall be subjected to CEQA review and analysis.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that a "New On-Call Consultant List for Professional Support Services," as set forth in **Exhibit "A"**, attached hereto and incorporated by this reference, is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 21st day of August 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

On-Call Consultant List
360PSM INC.
Akel Engineering Group, Inc.
Aurum Consulting Engineers
BFS LANDSCAPE ARCHITECTS
Cannon Corporation
ColeBreit Engineering
CSG Consultants, Inc.
Cypress Engineering Group
Denise Duffy & Associates
Dudek
Earth Systems Pacific
EMC Planning Group
FirstCarbon Solutions
Haley & Aldrich
Harris & Associates, Inc.
HydroScience Engineer
Ifland Engineers, Inc.
ISA In Studio Architecture
M3 Environmenmtal LLC
Mark Miller & Associates
Mesiti-Miller Engineering, Inc.
Metropolitan Planning Group
MNS Engineers, Inc.
Moore Twining Associates Inc
Pacific Crest Engineering
Pavement Engineering, Inc.
PlaceWorks
Schaaf & Wheeler
Tanaka Design Group
TL Engineering
Traffic Patterns
Wald, Ruhnke & Dost Architects
Wallace Group

AGENDA ITEM NO. 5.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6144, A Resolution of the City Council of the City of Soledad Declaring Surplus Equipment and Authorizing the Sale, Donation or Disposal of Such Property**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad adopt Resolution No. 6144, "Declaring Surplus Equipment and Authorizing the Sale, Donation or Disposal of Such Property".

Executive Summary

City property is occasionally declared surplus due to age, cost of maintenance, obsolescence, or some other relevant factor. Disposal of said property cannot take place until it is formally declared surplus by the City Council. In previous years, the surplus property has consisted of vehicles, office furniture and equipment, e-waste (such as obsolete computers and peripherals), tools, equipment, unclaimed recovered property, and other miscellaneous items. The City is at a point where we have accumulated several items to be declared as surplus so that the items can be sold or disposed of.

Background

Since the last surplus project, dated April 2023, City staff has identified additional surplus items from the Public Works, Parks and Recreation, and Police Departments as detailed in "Exhibit A". The City makes no guarantee whether the items sold need repair and all items are sold "AS IS" with no warranty implied. Additionally, it is stipulated that the buyer is responsible for omissions and any repairs necessary to pass (if applicable).

Review & Analysis

A review of old City property has revealed that the City has a variety of items that are obsolete, outdated or no longer useful to the City. Under Government State Code Section 37350 – 37351, the City can dispose of property for the City's common benefit.

The property identified in "Exhibit A" is no longer needed by the City, has exceeded its useful life, or no longer meets the operational needs of the City. The surplus list includes certain office furniture (i.e.

cabinets, bookcase, wooden counter) that has been stored in the Corporation Yard for years and is taking unnecessary storage space. The two vehicles included in the list have exceeded their useful life and are no longer being used in patrol services by the Police Department. Additionally, certain equipment listed includes a commercial stove and range that were removed and will be replaced as part of the Community Center's kitchen remodel project.

If declared surplus by the City Council and authorized for disposal, the surplus items will be sold by a third party at auction, by negotiation, or if no market value is determined, will be disposed of as scrap or donated. In the past, certain surplus equipment has been donated to local non-profit organizations.

Financial Considerations

Proceeds from the sale of surplus property will be recorded as revenue to the General Fund, unless the property was purchased with Enterprise Funds. In that case those funds will be recorded as revenue in the corresponding Enterprise Fund . In addition, the City will no longer need to pay to maintain, store, or repair these surplus vehicles and equipment. Proceeds from the sale of vehicles will be used to finance lease obligations for our current fleet of vehicles.

Alternatives

- Adopt Resolution No. 6144, declaring items as surplus and authorizing sale, donation, or disposal of such property;
- Take no action. This is not recommended as the City has limited storage capacity.
- Provide alternative direction to staff.

Planning/CEQA

The approval and declaration of surplus property is not considered a project for purposes of CEQA since it has no potential for resulting in either a direct or indirect impact to the environment. (See CEQA Guidelines Section 15378.)

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6144
Exhibit A - Surplus List

RESOLUTION NO. 6144

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD DECLARING SURPLUS EQUIPMENT AND AUTHORIZING THE SALE, DONATION, OR DISPOSAL OF SUCH PROPERTY

WHEREAS, Government State Code Section 37350 - 37351 provides for the ability of cities to dispose of property for the common benefit of the City; and

WHEREAS, the City of Soledad has accumulated material that is either obsolete, outdated or is no longer of use to the City and thus is considered surplus property; and

WHEREAS, the value, obsolescence and condition of these items make it impractical to trade the same in on future purchases of new inventory items and to obtain a maximum return for said surplus items, and as such, it is in the best interest of the City to sell, donate or dispose of the same; and

WHEREAS, the City Council of the City of Soledad has in the past declared obsolete, outdated or property no longer of use to the City as surplus property and authorized that the property be sold, destroyed or donated to other agencies for use; and

WHEREAS, staff has compiled a list of surplus equipment **"Exhibit A"** and is recommending that the Council deem the lists as surplus property and direct staff to dispose of such property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad as follows:

1. Based upon the findings and recommendations of City Staff, the items of inventory belonging to said City, as shown in Exhibit "A" attached hereto, are declared surplus to the foreseeable needs of the City; and

2. That it is deemed to be for the common benefit of the residents of said City to dispose of said inventory by sale, donation or other appropriate means.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 21st day of August 2024 by the following vote:

AYES, and in favor thereof Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

EXHIBIT A
SURPLUS LIST

Qty.	Item	Description	ID Number	Category
15	Cabinets	A mix of office cabinets and shelves	N/A	Furniture
1	Bookcase	Small brown bookcase	N/A	Furniture
1	Cell phone locker	Aluminum gray cell phone storage locker with 30 combo doors	N/A	Furniture
1	Display Case	Outdoor message bulletin board 48"x48"	N/A	Furniture
1	Counter	Wooden counter	N/A	Furniture
1	Hutch	Brown desk hutch	N/A	Furniture
1	Refrigerator	McCall commercial two-door refrigerator	SN. M-098202 Model 4-4045	Equipment
1	Stove	Vulcan commercial 6 burner stove	N/A	Equipment
1	Range	Vulcan double full size convection oven	N/A	Equipment
1	Patrol Vehicle	2015 Ford Expedition (mileage 115,908)	1356454 VIN 1FM5K8ARXFGA46085	Vehicles
1	Patrol Vehicle	2015 Ford Expedition (mileage 75,569)	1356464 VIN 1FM5K8AR6FGC66856	Vehicles

AGENDA ITEM NO. 1.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Ordinance No. 771, An Ordinance of the City Council of the City of Soledad Increasing Council Compensation**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Rodriquez, City Attorney**

THROUGH: **Megan Hunger, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council waive reading, adopt and read by title only "An Ordinance of the City Council of the City of Soledad Adjusting Council Compensation."

Executive Summary

As was previously discussed with the Council, Senate Bill No. 329, adopted in 2023, allows significant increases in council compensation for the first time in almost 40 years. The last adjustment to the Soledad City Council's compensation was implemented in 2012. Pursuant to Government Code Section 36516, all compensation adjustments must be made by ordinance. After discussing the new law, the Council directed that Staff prepare and bring back an Ordinance increasing Council compensation. Ordinance No. 771 was introduced and read by title only at the City Council meeting of August 7, 2024, and is before the Council this evening for consideration of adoption.

Background

State law regulates maximum compensation for councilmembers and when adjustments to compensation become effective. The compensation schedule for general law cities like Soledad has not been adjusted by the legislature since 1984, meaning that city council compensation has not kept pace with inflation. On June 29, 2023, Governor Newsom approved Senate Bill No. 329 ("SB 329") which amended Government Code Section 36516 so as to increase the maximum amount of councilmember salary that may be approved by an ordinance passed by the city council. According to SB 329's author, the salary increases authorized by the new law are designed to address recent inflationary increases and economic realities, enable city councilmembers to balance their careers and personal obligations with the calling to serve the community, and provide incentive for members of marginalized communities to provide public service to a city.

After discussing this matter in detail at the City Council meeting of May 1, 2024, the Council provided direction to Staff and then deferred any action until after the adoption of the Fiscal Year Budget.

Under AB 329, council compensation may be adjusted in several ways, including: 1) On the basis of a city's population; 2) By an amount equal to 5% for each calendar year from the operative date of the last salary adjustment; or, 3) By an amount equal to inflation, based on the Consumer Price Index commencing in January of 2024, which may not exceed 10% for each calendar year. All increases must be adopted by ordinance, with a first and second reading, and include findings concerning the need for the proposed increase. A council may also place the issue of council compensation on the ballot at any municipal election, proposing that the compensation be increased beyond or decreased below the amounts set forth in Gov. Code Section 36516. The voters would then decide whether the proposed salary should be enacted.

Review & Analysis

The current salary for the Soledad City Council was established by resolution in 2012. In recognition of economic downturn at that time, the compensation for the Mayor was temporarily reduced for one year from $612 per month to $551 per month, or $6,612 annually, while the compensation for councilmembers was temporarily reduced from $512 per month to $451 per month, or $5,412 annually. Currently, City Council salaries are $612 per month for the Mayor or $7,344 annually, and councilmembers receive $512 per month or $6,144 annually. (Note that per Soledad Municipal Code Section 2.28.010 and Government Code Section 36516.1, the Mayor receives one hundred dollars per month in addition to his/her salary as a councilmember.)

Pursuant to the provisions of Government Code Section 36516, a council's compensation choices are as follows:

A. Apply the new maximum salary established by SB 329 for cities with a population of 35,000 or less to set the salary for council members in Soledad at $950 per month, or $11,400 annually. The salary for the Mayor would be $1,050 per month or $12,600 annually.

B. Choose to increase the salary of councilmembers to an amount below the maximum salary. Examples are as follows:
10% increase - Mayor $7,956 ($663), Councilmember-$6,756, ($563)
15% increase - Mayor $8,268 ($689), Councilmember- $7,068, ($589)
20% increase - Mayor-$8568, ($714), Councilmember-$7,368, ($614)

C. Consider adoption of an ordinance that would increase council compensation by either of the two formulas provided in Government Code Section 36516. Application of the formula that allows for a 5% annual increase for every year since the last salary adjustment, or 2012, would result in a new annual salary of $11,028, ($919) for Councilmembers and $12,228, ($1,019) for the Mayor. This would exceed a population-based salary increase. The Council could also consider a lesser annual multiplier, with the results such as follows:

4% annually- Mayor- $11,040, ($920), Councilmember-$9,840, ($820)
3% annually- Mayor-$9,960, ($830), Councilmember-$8,760, ($730)
2% annually-Mayor-$8,988, ($749), Councilmember-$7,778, ($649)

The other method listed for increasing salaries, by using the CPI commencing in January of 2024, capped at a maximum of 10%, would result in a new annual salary of $6,288, ($524) for Councilmembers and $7,488, ($624) for the Mayor.

D. Place a measure before the voters asking them to establish the salaries of the council and mayor. Said amount could be greater or less than the population-based maximums established in Section 36516.

After discussing these options, the Council expressed a preference for a salary increase at the population-based maximum level authorized by law, $950 a month. The Mayor would receive an additional $100 per month pursuant to SMC Section 2.28.010, or $1,050 a month. An ordinance effectuating that adjustment was prepared by Staff and after waiving reading, the Council introduced Ordinance No. 771 and read it by title only at the City Council meeting of August 7, 2024. Ordinance No. 771 is before the Council this evening for consideration of adoption.

Note that while usually any ordinance adopted by the Council would take effect thirty days after adoption, by operation of Government Code Section 36516.5, any change in salary would not take effect until the first pay period after a councilmember commences a new regular term of office, in this case after the election in November of 2024. So, the earliest the increase will be effective will be in December of 2024.

Financial Considerations

At the City Council meeting of August 7, 2024, Finance Director Mike Howard confirmed that a population-based salary increase for the Council as established by SB 329 was incorporated into the Fiscal Year 2024-2025 budget as a place holder for the period of December 2024 through June 2025 in anticipation of the Council taking action to increase council compensation.

Alternatives

- Council may adopt Ordinance No. 771.
- The Council can request that the Ordinance be modified to some lesser or greater amount or otherwise altered. Such changes would require the Item to be modified and then brought back for reintroduction at a subsequent meeting.
- The Council can take no action and leave councilmember salary at its current rate.

Planning/CEQA

The adoption of Ordinance No. 771 is exempt from the California Environmental Quality Act, based on 14 California Code of Regulations Section 15061(b)(3), since it can be seen with certainty that proposed salary increase will not result in a significant effect on the environment

Public Notice Requirements

None

Attachment(s):
Ordinance No. 771

ORDINANCE NO. 771

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD INCREASING COUNCIL COMPENSATION

WHEREAS, Senate Bill 329 (SB 329), effective January 1, 2024, amended Government Code Section 36516 to increase the maximum compensation that can be paid to city councilmembers, and

WHEREAS, pursuant to Government Code Section 36516, authorized maximum salaries have been established on the basis of population, with the new maximum salary for council members in a city with a population of less than 35,000, as is the case on Soledad, set at $950 per month; and

WHEREAS, as noted by the state legislature in SB 329, the councilmember compensation schedule for general law cities has not been adjusted since 1984, meaning that city council compensation has not kept pace with inflation; and

WHEREAS, allowing adjustment for inflation may help city councils become more diverse because increased compensation can help individuals from across different income levels to receive sufficient income from their service to help ensure that they can continue to serve the public and support their families; and

WHEREAS, increased compensation for councilmembers also reflects the significant time commitment required to serve as a councilmember; and

WHEREAS, councilmember compensation in Soledad has not been adjusted since 2012, when it was temporarily reduced in response to the local and statewide economic downturn; and

WHEREAS, Government Code Section 36516 directs increases in councilmember compensation to be effectuated by Ordinance; and

WHEREAS, after discussing the issue of councilmember compensation on May 1, 2024, the City Council directed that an ordinance increasing councilmember compensation be prepared for consideration at a future meeting.

NOW THEREFORE, BE IT HEREBY ORDAINED by the City Council of the City of Soledad as follows:

SECTION 1. All of the recitals set forth above are true and correct to the best of its knowledge and by this reference are incorporated herein.

SECTION 2. Consistent with California Government Coe Section 36516, all members of the City Council of the City of Soledad shall receive a salary of $950 per month. The Mayor

will continue to receive supplemental compensation of $100 per month in accordance with Soledad Municipal Code Section 2.28.010 of $100 for a total of $1,050 a month.

SECTION 3. **Effective Date.** This Ordinance shall not be effective until December of 2024, when a new term of office for any Councilmember commences.

SECTION 4. CEQA. This Ordinance is not subject to the California Environmental Quality Act (CEQA) because based on 14 California Code of Regulations Section 15061(b)(3), it can be seen with certainty that a proposed salary increase will not result in a significant effect on the environment.

SECTION 5. Notice. The City Clerk shall certify the adoption of this ordinance and cause the full text of the ordinance or a summary thereof prepared by the City Attorney to be published at least once in a newspaper of general circulation in the City of Soledad within fifteen days after its adoption.

INTRODUCED AND FIRST READ at a Regular Meeting of the Soledad City Council on the 7th day of August, 2024, and thereafter;

PASSED, APPROVED AND ADOPTED at a regular meeting of the City Council of the City of Soledad on the ___ day of ___, 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, The Honorable Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

AGENDA ITEM NO. 1.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Public Hearing Before The Soledad City Council For Discussion of Possible Community Development Block Grant (CDBG) Applications For The 2024 Funding Cycle Public Hearing**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Kao Nou Yang, Community and Economic Development Director, Beatriz Trujillo, Housing Analyst and Tencia Vargas, Economic Development Coordinator**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad hold a Public Hearing to gather community input and provide direction to staff concerning potential grant applications for the Community Development Block Grant (CDBG) funding under the 2024 Notice of Funding Availability (NOFA).

Executive Summary

The City of Soledad can apply for financial support from the California Department of Housing and Community Development (HCD) for a variety of City projects and programs via competitive grants under the 2024 CDBG NOFA anticipated to be released this month. City staff anticipates submitting three applications for funding that will continue to support the Economic Development Business Loan Program, a new First-Time Homebuyer Assistance Program, and Public Facility funds to assist with upgrades for the Community Center.

Background

The General and Economic Development Components of the State CDBG program publish Notices of Funding Availability (NOFA's) each program year (July 1 to June 30). Eligible cities and counties may submit applications for CDBG funds under these NOFAs. Typically, up to $500,000 is available under the General Allocation NOFA each year but greater amounts may be available. Up to $1,500,000 is available under the Economic Development Enterprise Allocation NOFA each year. Additionally, each year Planning and Technical Assistance Grants of up to $250,000 are available under the General and Economic Development Components.

Eligible activities under the above NOFA Allocations consist of infrastructure in support of new

housing construction projects; housing acquisition and housing rehabilitation programs; community facility and public work projects; and public service programs and planning studies. Economic development programs and projects and planning activities are also eligible for grants. Eligible activities paid for with State CDBG funds must meet one or more of the three National Objectives listed in CDBG Federal Statutes as follows: 1. Benefit to low- and moderate-income households or persons (also called Low- Moderate Income (LMI)); 2. Aid in the prevention or elimination of slums and blight; and, 3. Meeting an urgent community development need (a need resulting from a State or Federally declared disaster).

The City of Soledad anticipates submitting applications under the State CDBG NOFA published during the 2024 program year. Applications are anticipated under the General and Economic Development Components as well as the Planning and Technical Assistance Components. A separate public hearing will be held to discuss and approve each proposed application prior to submittal to the State.

The purpose of this Public Hearing is to give citizens an opportunity to make their comments known regarding what types of eligible activities the City should be applying for under the State CDBG program.

Review & Analysis

Staff anticipates applying for 2024 CDBG funding and would like to request ideas on needs and suitable projects from the City Council and the public. Not all concepts may qualify or be competitive, however, at this point we should seek to identify potential needs and Staff can then discuss these with the HCD representative to determine which may be more successful.

Again, it is not known if all of the proposed applications listed below would be eligible or competitive, nor is it known to what extent the community and City Council may or may not support these projects. They are offered only for discussion purposes.

1. The CDBG Economic Development Allocation will announce the availability of approximately $1,500,000 per application in the FY 2024-2025 NOFA. Staff recommends continuing the City's business assistance efforts, as the Soledad business community continues to demonstrate a strong need for financial support through the Business Assistance Loan Program. This program is particularly vital as many local businesses face challenges in securing conventional loans due to high interest rates and stringent restrictions.

To better serve these businesses, staff will be reviewing and updating the program guidelines. The goal is to expand the list of eligible activities and offer financial assistance at more feasible rates and terms. By doing so, the program aims to empower local businesses to improve, expand, and even launch new ventures within our community.

2. The CDBG General Allocation will announce the availability of grant funds for Public Facilities applications of up to $500,000. Staff is proposing to apply under the Public Facilities component of the NOFA to continue funding improvements to the City Community Center such as ADA compliance improvements and an emergency generator that will support the facility's use as a cooling/heating center for the City.

3. The CDBG General Allocation will announce the availability of funding for Housing Program applications of up to $500,000. Staff proposes applying for this funding to support a First-Time Homebuyer Program that will assist low and moderate-income first-time home buyers with down

payment assistance, closing costs, and gap financing.

Financial Considerations

There is no fiscal impact as a result of this item, other than publication costs to the newspaper to notice the public hearing. Expenses to pay for writing the grants are currently covered under existing contracts with Susan Long of Dragonfly Business Consulting, who will cover the general application process, and with Angel Johnstone who will prepare Economic Development applications and will be paid from the CDBG Program Income Fund (Fund 261).

Alternatives

- Accept staff recommendations on applying for CDBG funds but with alternate program activities.
- Decline to pursue CDBG funds in the current funding cycle.

Planning/CEQA

Pursuant to Section 21065 of the CEQA guidelines, a "project" is defined as a "whole action" subject to a public agency's discretionary funding or approval that has the potential to either (1) cause a direct physical change in the environment or (2) cause a reasonably foreseeable indirect physical change in the environment. The proposed consideration is establishing activities that will be used to apply for the upcoming 2024 CDBG NOFA. This action will not cause a direct physical change to the environment. Any development project resulting from the application and approval of a CDBG Grant Award may be subject to subsequent CEQA review and analysis.

Public Notice Requirements

A public notice was published in The Salinas Valley Tribune on August 11, 2024 (see Attachment A) and was posted outside of the Soledad City Hall offices.

Attachment(s):
CDBG NOFA - Public Notice

CITY OF SOLEDAD
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City of Soledad will conduct a public hearing on August 21, 2024, at 6:00 pm, at City of Soledad city hall located at 248 Main Street, Soledad, CA 93960 to discuss possible applications for funding under the State Community Development Block Grant (CDBG) Program and to gather residents' input for possible activities to be included in the application.

The City of Soledad anticipates submitting an application during the next CDBG program year. The City of Soledad has or anticipates receiving approximately $300,000 in CDBG Program Income.

The purpose of this hearing is to review CDBG eligible activities and collect residents' views on housing, community development, and economic development needs (which includes economic development business loans, services, facilities, and/or infrastructure that will improve livability within the community or promote small business and employment).

The following information related to the project is available at 248 Main Street, Soledad, CA 93960 between the hours of 8:00 AM to 5:00 PM on Monday –Friday or by emailing the contact listed below:

Amount of funds available and range of activities that may be undertaken.

Information on proposed project(s).

Estimated amounts of funds proposed to be used for activities benefiting persons of low- and moderate-income.

Plans for minimizing displacement of persons as a result of activities associated with CDBG funds and plans for providing assistance to persons displaced as a result of CDBG-funded activities.

Records regarding the past use of CDBG funds.

Anyone may attend the public hearing and be heard in person or via Zoom https://cityofsoledad.zoom.us/j/86517739550 one tap mobile at 1 (669) 444-9171 with Webinar ID: 865 1773 9550. If you wish to submit comments for this meeting in advance and no later than 5:00 PM on August 21, 2024. If you can't attend, please email btrujillo@cityofsoledad.gov, drop-off your statements at Soledad City Hall or mail to the Housing Division, P.O. Box 156, Soledad, California 93960.

The City of Soledad does not discriminate on the basis of race, color, national origin, sex, sexual orientation, gender identify, age, religion or disability. If you require specific accommodations to participate in the public hearing, please contact Beatriz Trujillo at least 24 hours prior to the scheduled hearing.

AVISO DE AUDIENCIA PÚBLICA

SE NOTIFICA POR LA PRESENTE que la Cuidad de Soledad conducirá una reunión pública el 21 de agosto de 2024 a las 6:00 PM, en el ayuntamiento de la Cuidad de Soledad ubicado en 248 Main Street, Soledad, CA 93960 para debatir las posibles solicitudes de financiación en el marco del Programa de Subvención en Bloque para el Desarrollo Comunitario (CDBG) y para recibir comentarios los residentes sobre las posibles actividades que se incluirán en la solicitud.

La Cuidad de Soledad prevé presentar una solicitud durante el próximo año del programa CDBG. La Ciudad de Soledad tiene o prevé recibir aproximadamente $300,000 en ingresos del programa CDBG.

El propósito de esta audiencia es revisar las actividades elegibles del programa CDBG y recibir las opiniones de los residentes sobre las necesidades de vivienda, desarrollo comunitario, y desarrollo económico (que incluyen préstamos comerciales para el desarrollo económico, servicios, instalaciones y/o infraestructuras que mejorarán la habitabilidad de la comunidad o promover las pequeñas empresas y el empleo)

La siguiente información relacionada con el proyecto está disponible en 248 Main Street, Soledad, CA 93960 entre las horas de 8:00 AM – 5:00 PM de lunes a viernes o enviando un correo electrónico al contacto indicado a continuación:

Cantidad de los fondos disponibles y tipos de actividades que pueden emprenderse.

Información sobre el/los proyecto(s) propuestos.

Cantidades estimadas de los fondos que se propone utilizar para actividades que beneficien a personas de ingresos bajos y moderados.

Planes para minimizar el desplazamiento de las personas como resultado de las actividades asociadas con los fondos del programa CDBG y planes para proporcionar asistencia a las personas desplazadas como resultado de las actividades financiadas por el programa CDBG.

Registros relativos a la utilización en el pasado de los fondos del programa CDBG.

Si no puede asistir a la audiencia pública, puede dirigir sus comentarios por escrito a Cuidad de Soledad, a la dirección proporcionada arriba, o poniéndose en contacto con Beatriz Trujillo por teléfono o correo electrónico a (813) 223-5056 y btrujillo@cityofsoledad.gov a más tardar a las 5:00 PM del 21 de agosto de 2024 para garantizar que se incluyan en el acta oficial de la audiencia.

La Cuidad de Soledad no discrimina por motivos de raza, color, origen nacional, sexo, orientación sexual, identidad de género, edad, religión o discapacidad. Si necesita adaptaciones específicas para participar en la audiencia pública, póngase en contacto con Beatriz Trujillo al menos 24 horas antes de la audiencia programada.

371

Publication Dates
L00000000

AGENDA ITEM NO. 1.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6147, A Resolution of the City Council of the City of Soledad Approving and Authorizing the City Manager to Execute Subrecipient Agreements with The County of Monterey for the Encampment Resolution Funding Program - Round 3 (ERF-3) in an Amount not to Exceed $2,500,000**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Kao Nou Yang, Community and Economic Development Director, and Beatriz Trujillo, Analyst Housing**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

Motion to approve a Resolution:

1. Approving the execution of the Subrecipient Agreements with the County of Monterey for the Encampment Resolution Funding Program - Round 3 (ERF-3) in an amount not to exceed $2,500,000; and
2. Authorizing the City Manager and City Attorney to finalize the terms of the Agreements and directing the City Manager to execute the Agreements and related documents necessary to implement the grant program on behalf of the City of Soledad upon the approval of the Monterey County Board of Supervisors; and
3. Establishing an ERF-3 appropriation fund of up to $2,500,000 and amending the FY 24/25 Budget for related expenditures to implement the grant program; and
4. Approving the job classification of the Homeless Services Coordinator and associated job description and establishing the salary range as $35.07 - $41.83/hour.

Executive Summary

Both City councilmembers and staff have consistently reached out to the County of Monterey to help address the growing encampment in the Salinas River that straddles both of our jurisdictions. Since last year's winter storms, this encampment has grown with an estimated 35-45 encampment residents. As a result of this advocacy, on January 31, 2024, the County of Monterey Administrative Office Homeless Services Program (CAOHS), in collaboration with City staff, submitted an ERF-3 application. On April 18, 2024, CAOHS received the ERF-3 award letter for a total amount of $4,726,964. The CAOHS will subgrant a portion of the award, not to exceed $2,500,000 to the City of Soledad through subrecipient

agreements between both parties. The ERF-3 funds will allow the City to create and provide interim housing solutions with supportive services, create a new Homeless Services Coordinator position and a establish a Motel Voucher Program.

Background

In 2022, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the CAL-ICH, local jurisdictions, and continuums of care (CoC's) to accomplish the following:

- Assist Local Jurisdictions in ensuring the safety and wellness of people experiencing homelessness in encampments.
- Provide grants to Local Jurisdictions and CoCs to resolve critical encampment concerns and transition individuals into safe and stable housing.
- Encourage a data-informed, coordinated approach to address encampment concerns.

In March 2023, Encampment Resolution Funding Round 3 (ERF-3) was authorized through Senate Bill (SB) 197 (Chapter 70, Statutes of 2022), and enacted under Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (HSC) (sections 50250 et seq.). The $400 million for this third round of funding was appropriated by SB 101 (Chapter 12, Statute of 2023) to fund ERF-3.

On January 17, 2024, the City Council authorized City staff to partner with CAOHS to develop and submit an ERF-3 application for the Salinas River/Soledad Encampment. The CAOHS submitted a grant application on January 31, 2024, and on April 18, 2024, CAOHS received a notification of intent by Cal ICH to award $4,726,964 for the Salinas River/Soledad Encampment project plan. As part of this partnership, the CAOHS committed to subgrant a portion of the grant award to the City.

Review & Analysis

The approved ERF-3 will resolve an encampment of approximately 40 people living in the Salinas riverbed within the City of Soledad in southern Monterey County. The City of Soledad and CAOHS partnered to develop a plan to support the encampment residents with increased outreach services, expanded interim housing capacity, rental subsidies, and linkages to affordable housing units.

Term of the Subrecipient Agreements and Allowable Activities

The City may begin incurring eligible costs under the approved ERF-3 on July 1, 2024. Funds shall be fully expended by June 30, 2027. The eligible activities include interim shelter, motel vouchers, permanent housing financial assistance, rapid rehousing, and outreach. The acceptance of this award will allow the City to achieve the proposal's outcomes and expand the collaboration with the CAOHS, Step-Up and the Coalition of Homeless Services Providers (CHSP).

Partnerships and Responsibilities

Given that this grant award is a collaboration with the CAOHS, the responsibilities between parties are outlined as follows:

City's Responsibilities

- Interim Shelter Construction Management
- Hire a Homeless Service Coordinator (full draft job description on Exhibit A)
    - Liaison between City Department and Operator
    - Ensures grant compliance
    - Establishes and oversees the Motel Voucher program
    - Address community concerns
    - Supports outreach and referrals

CAOHS Responsibilities

- Grant Management
- Services Provider Selection
- Subrecipient Agreements

Step-Up (Operator)

- Case Management
- Client Intake
- Financial Assistance (Rapid Rehousing and Rental Assistance)
- Interim Shelter Operations
- Outreach and Referrals

City's ERF-3 Estimated Budget

Item	**Allocation**
Motel Vouchers	$199,500
Site Development	$250,000
Interim Shelter Construction	$1,155,000
Homeless Services Coordinator	$203,016
Interim Shelter Amenities & Furniture	$100,000
Professional Services	$2,000
Transportation & Food	$126,240
Consumables/Supplies	$12,000
Contingencies	$163,550
Total	**$2,211,306**

With the addition of this funding, City Council will need to establish an ERF-3 appropriation fund of up to $2,500,000 and amend the FY 24/25 Budget for related expenditures to implement the grant program. Although the City may receive additional funding beyond the program budget of $2,211,306, only the amount granted will be spent.

City staff have been working with CAOHS on the best approach to grant ERF-3 funds. It was decided that it would be better to have two separate subrecipient agreements, one for services and one for the development of the interim housing. The City already has an agreement in place with the County for encampment clean up, storage, and motel vouchers in the amount of $40,000 that was spent in Fiscal Year 23/24. Because this agreement is already in place, the County is proposing to amend the

agreement to add new services, primarily for the City's Homeless Services Coordinator, and funding, The City would also enter into a separate subrecipient agreement for the development of the interim housing because some of the contract provisions are different.

The City supports this approach to grant these funds, but the County still is in the process of completing its legal review and will take the item to the Board of Supervisors for formal approval in September. It is expected that the content and form of these draft agreements is largely as shown in the attachments, but it is requested that City Council authorize the City Manager and City Attorney to finalize the terms of these Agreements and direct the City Manager to execute the Agreements and related documents necessary to implement the grant program after approval by the Board of Supervisors.

In addition to these actions, it is recommended that the City Council approve the job classification of the Homeless Services Coordinator and associated job description and salary range. As outlined above, ERF-3 provides funding for the City to hire a temporary Homeless Services Coordinator for up to three years. Hiring this position is critical to helping put encampment residents on a pathway to housing and connecting them to the resources they need. Once approved, the Human Resources Manager will open the recruitment.

Financial Considerations

The funding received through the ERF-3 subrecipient agreements will provide additional funds to support three years of homeless services personnel costs, an interim shelter, motel vouchers, and outreach efforts. The Community and Economic Department will administer the ERF-3 grant will continue to coordinate with the City's Finance and Legal Departments to ensure full regulatory compliance and the efficient, full disbursement of funds.

Unfortunately, the costs of the Interim Shelter are based on estimates. To ensure that the City receives full reimbursement for these costs, CAOHS is willing to shift funding around to increase the City's portion beyond the $2,211,306 in the budget. Based on the grant budget, CAOHS estimates that the City could be granted up to $2.5 million if necessary to cover funding gaps for the interim shelter.

Alternatives

- Adopt the Resolution as presented to facilitate implementation of this program.
- Defer adoption of the required resolution pending additional information. This is not recommended as it will delay hiring of key staff and program implementation.

Planning/CEQA

Not a Project. The City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Public Notice Requirements

Not required.

Attachment(s):
Resolution No.6147 ERF-3
Exhibit A - Homeless Services Coordinator Job Description_Draft
Exhibit B - Subrecipient Agreement_Amendment.pdf
Exhibit C: Subrecipient Agreement II_Draft

Attachment A - Award Letter.pdf
Attachment B - Soledad ERF3 Project Plan.pdf
Attachment C - Interim Housing Site Map.pdf
ERF Presentation - August 21, 2024

RESOLUTION NO. 6147

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE CITY MANAGER TO EXECUTE SUBRECIPIENT AGREEMENTS WITH THE COUNTY OF MONTEREY FOR THE ENCAMPMENT RESOLUTION FUNDING PROGRAM - ROUND 3 (ERF-3) IN AN AMOUNT NOT TO EXCEED $2,500,000

WHEREAS, in 2022, under the authority of Chapter 7 of Part 1 of Division 31 of the California Health and Safety Code (sections 50250 et seq.), the Encampment Resolution Funding (ERF) Program was established to increase collaboration between the California Interagency Council on Homelessness (CAL-ICH), local jurisdictions, and continuums of care (CoC's); and

WHEREAS, the ERF Program seeks to fund local projects that provide services to address the immediate crisis of experiencing unsheltered homelessness in encampments, to support people living in encampments onto paths to safe and stable housing, and that result in sustainable restoration of public spaces to their intended uses while safeguarding the needs of unhoused people seeking shelter; and

WHEREAS, on January 17, 2024, the City Council authorized City staff to partner with County of Monterey Administrative Office Homeless Services Program (CAOHS) to develop and submit an ERF- Round 3 (ERF-3) application for the Salinas River/Soledad Encampment; and

WHEREAS, on January 31, 2024, CAOHS submitted an ERF-3 grant application to CAL-ICH for the Salinas River/Soledad Encampment; and

WHEREAS, on April 18, 2024, CAOHS received the ERF-3 award letter for a total amount of $4,726,964; and

WHEREAS, CAOHS agreed to subgrant a portion of the award, not to exceed $2,500,000 to the City of Soledad through a subrecipient agreement; and

WHEREAS, the acceptance of the ERF-3 grant will allow the City to build Interim Housing, create a new full time Homeless Service Coordinator position and create a Motel Voucher Program for the Salinas River/Soledad Encampment occupants.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the Council authorizes the execution of the Subrecipient Agreements with the County of Monterey for the Encampment Resolution Funding Program - Round 3 (ERF-3) in an amount not to exceed $2,500,000.

BE IT FURTHER RESOLVED that the City Council of the City of Soledad authorizes the City Manager and City Attorney to finalize the terms of the Agreements and directs the City Manager to execute the Agreements and related documents necessary to implement the grant program on behalf of the City of Soledad upon the approval of the Monterey County Board of Supervisors.

BE IT FURTHER RESOLVED that the City Council of the City of Soledad authorizes the establishment of an ERF-3 appropriation fund of up to $2,500,000 and approves a corresponding amendment to the FY 24/25 Budget for related expenditures to implement the grant program.

BE IT FURTHER RESOLVED that the City Council of the City of Soledad approves the job classification of the Homeless Services Coordinator and associated job description and establishes the salary range as $35.07 - $41.83/hour.

PASSED AND ADOPTED at a meeting of the City Council of the City of Soledad duly held on the 21st day of August 2024, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

CITY OF SOLEDAD **Approved: _____**
FLSA: EXEMPT

HOMELESS SERVICES COORDINATOR

DEFINITION

Under general direction, responsible for the operational management of the City's Encampment Resolution Fund, which include the establishment and operation of an interim housing site. The Homeless Services Coordinator will oversee the Peer Outreach Worker; develop and implement new strategies in collaboration with other agencies; organize and participate in public outreach, education and advocacy; coordinate services providers; and prepare reports. This position will work closely with the County of Monterey Department of Homeless Services and the Coalition of Homeless Services Providers (CoC).

SUPERVISION RECEIVED AND EXERCISED

Receives supervision from Housing Analyst or designee.

CLASS CHARACTERISTICS

This is a single level position within the Community and Economic Development Department. Responsible for the implementation and operations of the City's homeless programs and initiatives. Receives direction from the Housing Analyst.

EXAMPLES OF ESSENTIAL JOB FUNCTIONS (Illustrative Only)

Management reserves the right to add, modify, change, or rescind the work assignments of different positions and to make reasonable accommodations so that qualified employees can perform the essential functions of the job.

- Provides oversight of all administrative aspects of the City's homelessness encampment programs, including coordination and communication with other City staff, community-based service providers, members of the public, encampment residents, and program participants.
- Oversees the City's Encampment Resolution Fund Program, interim housing site, coordinates with site operator, the County and City Departments
- Coordinates outreach efforts for homelessness response.
- Connects outreach workers from various providers/agencies to the unhoused within the City's limits.
- Conducts constituents and local business outreach.
- Determines, prepares, and provides responses to public, as well as proactive public correspondence, related to the City's homelessness response.
- Prepares reports related to homelessness response.
- Oversees homelessness response budget and expenditure and EFR-3 grant management.
- Conducts cost analysis; monitors monthly expenses; creates budget analysis and projections; manages purchase orders; opens new financial project numbers; and ensures invoice payments and tracking.

DRAFT

- Creates and updates resource materials for homelessness response.
- Ensures compliance with all applicable federal, state, and local regulations and requirements related to interim shelter operations.
- Attends all required meetings and mandatory training.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Pertinent local, State, Federal rules, regulations and laws.
- Basic principles and practices of service provisions to the homeless.
- Program planning, development and coordination.
- Community outreach, advocacy and public education.
- Methods and techniques of research funding sources, fund raising and grant writing.
- Municipal government organization.
- Modern office procedures, methods and computer equipment.
- Principles and practices of work safety.

Ability to:

- Follow CoC best practices in reducing homelessness in the community.
- Interpreting, analyzing, and applying governmental policy, procedures, and regulations.
- Preparing and overseeing budgets.
- Preparing concise, comprehensive, and accurate written reports, presentations and correspondence.
- Communicating effectively, orally, and in writing.
- Promoting the mission, values and standards of the organization.
- Establishing and maintaining effective working relationships.
- Effectively organizing tasks, planning time frames, and meeting deadlines.
- Managing, training and evaluating assigned staff.

Desired Qualifications:

- Bilingual English and Spanish
- Familiarity with a Homelessness Management Information System (HMIS).

Education and Experience:

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications would be:

- Bachelor's degree from an accredited college or university in psychology, counseling human services, social behavioral sciences, community development, business, public administration or a related field; and
- Two (2) years of progressively responsible professional program and project management experience
- One (1) year of experience working with people who have experienced homelessness, mental health and/or substance use issues.

License and Screening Requirements:

- Possess a valid California Driver License and a satisfactory driving record.
- Receive satisfactory results from a Livescan (electronic fingerprinting).
- Satisfactory physical examination, and an administrative review.

PHYSICAL DEMANDS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, and over the telephone. This is primarily a sedentary office classification although standing in work areas and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift up to 25 pounds and carry, push, and pull materials and objects necessary to perform job functions.

ENVIRONMENTAL ELEMENTS

Employees work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may interact with upset staff and/or public and private representatives in interpreting and enforcing departmental policies and procedures. The principal duties of this class are performed in a police station environment with exposure to criminal offenders, mentally ill individuals, and persons infected with communicable diseases.

EXHIBIT A-3

To Agreement by and between
CAO -Homeless Services, hereinafter referred to as "COUNTY"
AND
City of Soledad "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 SOLEDAD INTERIM HOUSING PROGRAM. In April 2024, the County Administrative Office's Homelessness Strategy and Initiatives Division (CAO-HSI) received an ERF-3R grant award to provide funding to the City of Soledad (City) to address the homeless encampment along the Salinas River embankments in unincorporated areas that overlap the City, public and private lands. The City will use ERF-3R grant award funds provided by CAOHS to hire an outreach worker to engage and support encampment occupants with service linkages, purchase a vehicle for transportation and provide interim supportive housing through motel vouchers during the construction of a 12-unit low barrier navigation center in the City ("Village") and clearance of encampment.

	SOLEDAD INTERIM HOUSING STREET OUTREACH PROGRAM
1.	Motel Vouchers for Encampment Occupants • Provide temporary housing at local hotels to provide for encampment occupants as necessary.
2.	Hire an Outreach Worker • Perform outreach to encampment occupants for linkage to supportive services. • Provide for onsite support to residents for concerns and questions during the construction of the Village. • Secure storage unit for encampment occupants' valuables (if needed)
3.	Purchase a vehicle for City staff to transport encampment occupants.
4.	Purchase Client Supplies for Encampment Occupants
5.	Professional Services for Homeless Management Information System Record Keeping.

A.2 SALINAS RIVER ENCAMPMENT DEBRIS AND TRASH REMOVAL PROJECT. The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

DRAFT

A.2.1 CONTRACTOR shall provide motel vouchers, engagement community outreach for encampment occupants, and trash and debris clean-up of encampment areas along and in the Salinas River as located on the map of unincorporated/private areas (Exhibit B) outside the jurisdictional boundaries of the City of Soledad (City) for the purpose of removing multiple abandoned vehicles, large amounts of trash and other unhealthy hazards causing pollution to the river for the safety and wellness of encampment occupants and the community.

The encampment clean-up project services will include the following:

	Salinas River Encampment Debris Removal Project	**Performed By CONTRACTOR:**
1.	Motel Vouchers for Encampment Occupants • Provide temporary housing at local hotels to provide for encampment occupants as necessary.	City Community Development Department
2.	Encampment Community Outreach: • Provide staff to perform outreach and notification to encampment occupants of the plan to remove debris and trash from the area. • Provide staff for onsite support to residents for concerns and questions on the day(s) of clean-up as necessary. • Secure storage unit for encampment occupants' valuables (if needed)	City Community Development Department
3.	Outsource Debris and Trash Removal Contracts: • Coordinate and outsource services to remove abandoned vehicles and unload trash dumpsters from the targeted area.	City Public Works Department
4.	Performance of Debris and Trash Removal: • Provide support during outreach activities to Community and Economic Development Department as needed.	City Police and Fire Department

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $582,756.00 for the performance of <u>all things necessary</u> for or incidental to the performance of work as set forth in the Scope of Services. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

PROJECT SERVICES	**Maximum Cost**
Soledad Interim Housing Program – Motel vouchers for interim housing, hire one (1) full time outreach worker, purchase a vehicle for transportation of encampment residents	$542,756.00

SALINAS RIVER ENCAMPMENT DEBRIS AND TRASH REMOVAL PROJECT. For the project services, as described in Exhibit A-1, Section A.1.1, to provide motel vouchers & engagement community outreach for encampment occupants and trash & debris clean-up of encampment areas along and in the Salinas River for the purpose of removing multiple unhealthy hazards causing pollution to the river and for the safety and wellness of encampment occupants and the community.	$40,000.00

B.3 CONTRACTORS BILLING PROCEDURES

CONTRACTOR shall send invoices by email to the COUNTY CAO Homeless Services Contracts Management Analyst on a form acceptable to setting forth the amounts claimed by the CONTRACTOR for the previous month, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the COUNTY may require. The Contract Administrator or his or her designee shall certify the invoice within seven (7) business days of receipt of the invoice; either in the requested amount or in such other amount as the COUNTY approves in conformity with this Agreement and shall promptly submit such invoice to the COUNTY Auditor-Controller for payment. The COUNTY Auditor-Controller shall pay the amount certified within thirty (30) days of receiving the certified invoice. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

NOTES: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc. COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services rendered in Fiscal Year 2023-2024 submitted after July 29, 2024, and for payment for services rendered in Fiscal Year 2024-2025 that are submitted after July 29, 2025.

DRAFT

Exhibit C

SOLEDAD LOW BARRIER NAVIGATION CENTER AGREEMENT

BETWEEN

COUNTY OF MONTEREY

AND

CITY OF SOLEDAD

Soledad Las Casitas Village
990 Los Coches Road
Soledad, California 93960

DRAFT

DEVELOPMENT MANAGEMENT AGREEMENT

THIS DEVELOPMENT MANAGEMENT AGREEMENT (the "**Agreement**") is entered into as of the last date opposite the respective signatures (the "Effective Date"), by and between the County of Monterey ("**County**") and City of Soledad ("**City**"), collectively referred to as "**the Parties**".

RECITALS

A. This Agreement is intended to provide for the development of a Low Barrier Navigation Center[1] (**"LBNC"**) for unhoused individuals to assist in addressing the chronically homeless occupants living along the Salinas River embankments located in unincorporated areas that overlap the City, public and private lands, see **Exhibit "A" (**the "**Encampment Map")**. Exhibit A is attached to this Agreement and incorporated by this reference.

B. The City owns real property located at 990 Los Coches Road, Soledad, California, which is located within the jurisdictional boundaries of the City in the County (APN: 022-291-010-000), as more particularly described in **Exhibit "B"** (the "**Property**"). Exhibit B is attached to this Agreement and incorporated by this reference. The Parties understand and agree that the City owns the Property that will serve as the site for the development of a 12-unit shelter LBNC.

C. The City and County intend to develop the Property with a LBNC program for unhoused individuals, to contain 10 ensuite sleeping units, 2 ADA ensuite sleeping units (total bed capacity of 22), 2 ADA restroom/shower units, 1 laundry unit, 1 warming kitchen (no stove), common areas (including but not limited to ancillary dining, green space, pet turf area, vegetable garden, bike racks and storage facilities for residents) and 2 office units with 1 unit for intake/security/IT unit for operations of the foregoing (together with all related facilities, the "**Project**"). For purposes of this Agreement, the term "Project" shall be deemed to include the final number of residential units developed with related improvements as ultimately approved by the agency or agencies or Governmental authority or authorities with jurisdiction.

D. The County will provide and administer funding, in the amount of approximately **$1,668,550.00**, which will include funds administered by the County through the State of California Encampment Resolution Funding Program (together with any additional funds donated or otherwise provided, if any, to fund the construction of the Project, collectively, the "**Funding**"). The Parties understand and agree that no additional funds have been donated, or otherwise provided or allocated, to fund the construction of the Project as of the effective date of this Agreement.

[1] CA Govt Code § 65660 (2023): "(a) "Low Barrier Navigation Center" means a Housing First, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low Barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following: (1) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth. (2) Pets. (3) The storage of possessions. (4) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms. (b) "Use by right" has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low Barrier Navigation Center constructed or allowed by this section."

E. The City will select and hire a California State Housing and Community Development Department (HCD) certified modular unit provider who are experienced in developing interim housing development projects similar to the Project and will also provide development management services in partnership with the State, the County and the City's Public Works Department for this Project.

F. The City, in partnership with the selected HCD certified modular provider and the County, intends to manage, arrange, supervise, and coordinate the planning, design, entitlement, permitting, construction and completion of the Development Work (as such term is hereinafter defined) upon the terms, conditions and covenants herein described.

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein by this reference, and the mutual promises and covenants contained in this Agreement, the County and City agree as follows:

ARTICLE 1
DEFINITIONS

For the purposes of this Agreement, the following terms shall have the respective meanings set forth below:

"**Affiliate**" shall mean a person or entity controlled by, under common control with or controlling another person or entity. The term "control" means the ownership, directly or indirectly, of at least 50% of the voting ownership interests in an entity, or the management control of an entity.

"**Agreement**" shall mean this Development Management Agreement, as may be amended, modified or supplemented from time to time.

"**HCD Certified Modular Unit Provider**" shall mean a State HCD certified provider that manufactures modular components, coordinates State approvals and inspections, and assembles, delivers and installs the Project's LBNC's modular components.

"**Business Day**" shall mean any day other than a Saturday, Sunday or other than a holiday on which businesses in the State of California are generally closed for business.

"**City**" shall mean the City of Soledad, California.

"**Claims**" shall mean any and all claims, liabilities, losses, damages, costs or expenses, including, without limitation, actual attorneys' fees and costs, court costs, demands, debts, causes of action, fines, judgments and penalties.

"**Construction Contract(s)**" shall mean any construction contracts entered into by City and any Contractor providing for the performance of Development Work.

"**Consultants**" shall mean the architects, engineers, consultants or designers engaged by City for the Project.

"**Contractor**" shall mean one or more licensed general contractors to be engaged by City Public Works to construct all or a portion of the Improvements engaged by City to act as the general contractor for the Project.

"**County**" shall mean County of Monterey, California.

"**Day**" shall mean a calendar day unless specifically referenced as a Business Day.

"**Development Budget**" shall mean the budget for the Development Work to be agreed to in writing by the County and City in accordance with the terms of this Agreement, as it may be amended and/or updated from time to time as mutually agreed to in writing by the parties, setting forth the anticipated costs, expenses, and income and other relevant financial projections to perform and complete the Development Work.

"**Development Plan**" shall mean the general plan for development of the Project consisting of the product type and size, site plan and density of development and Project amenities, which shall be consistent with the Entitlements and shall be subject to County approval.

"**Development Schedule**" shall mean a schedule to be prepared by City, HCD Modular Unit Provider, and Contractor and approved by the County in its reasonable discretion showing the dates of commencement and completion of various components of the Development Work, which Development Schedule shall be updated by City in consultation with the HCD Certified Modular Unit Provider and Contractor and reviewed by the County as provided in this Agreement.

"Development Work" shall mean any and all construction and other work necessary for the construction of the Improvements, all as covered by the Development Budget.

"**Entitlements**" shall mean the Permits and all other Governmental agreements, permits, approvals and entitlements required from time to time for the development of the Project.

"**Government**" or "**Governmental**" shall mean and include the City, County and any other governmental, quasi-governmental, or public utility authority.

"**Improvements**" shall mean the onsite and offsite grading, installation of sewer, water, storm drain, electrical, cable, and other utilities and connections to the Property and the Project, site preparation and, if required, installation of prefabricated and/or modular housing units to be incorporated into the Project, and vertical construction of any improvements constituting the Project, together with the installation of landscape areas, including entry areas, walkways, open space and any other improvements to be constructed in connection with the development of the Project as set forth in the Plans and Specifications, as the same may be amended, modified or supplemented from time to time pursuant to the terms hereof, and any other Work of Improvement as that term is defined in Section 8050 of the California Civil Code.

"**Line Items**" shall mean the cost accounting categories set forth in the Development Budget for each of the construction trades for the construction of the Improvements and for any separate material categories or other development costs, including costs to obtain the Entitlements.

"**Notice of Termination**" shall mean a written notice of termination of this Agreement delivered by the County to City and/or by City to the County.

"**Permits**" shall mean such grading and building permits, or any other public agency permits as may be necessary for the construction of the Improvements.

"**Plans and Specifications**" shall mean the grading plans and the architectural and engineering plans and specifications for the Improvements including the improvement plans that may be approved by the City, the plot plans showing the proposed location of the Improvements and appurtenances, and such other plans and specifications as may be necessary for the construction of the Improvements.

"**Project**" shall have the meaning set forth in Recital C.

"**Project Costs**" shall mean all costs incurred by City in connection with the Project, in accordance with the Development Budget or otherwise approved by the County in writing.

"**Property**" shall have the meaning set forth in Recital B.

"**Services**" shall mean the development services contemplated to be performed by City under this Agreement.

"**Subcontractor**" shall mean a person or organization who has a direct contract with City and/or City' Contractor/s to perform any work or to provide any materials, equipment or supplies for the Project.

"**Third Party or Parties**" shall mean individually or collectively, as applicable, any Consultant, Contractor, Subcontractor, vendor, supplier or any other person or entity providing services or materials to the Project, other than City.

"**Third Party Contract**" shall mean a contract between City and any Third Party with respect to the development of the Project, including any Construction Contract.

"**Unavoidable Delay**" shall mean any prevention, delay or stoppage in the Services required of City and/or other Third Parties performing services pursuant to this Agreement, but not including any payment and/or performance obligations of City, caused by war, insurrection, strikes, lockouts, riots, unusually adverse weather, unavailability of labor or construction materials, supplies and equipment or product shortages, floods, earthquakes, fires, casualties, acts of God, acts of a public enemy, epidemics, pandemics, quarantine restrictions, freight embargoes, lack of transportation, suits filed by unrelated third parties concerning or arising out of this Agreement or unseasonable weather conditions, unknown Property conditions discovered during the course of construction, newly enacted Governmental regulations or controls, the application to the Project of existing regulations or controls or similar events outside the performing party's control impacting the Project, its location or the region in which the Project is located, or other matters or causes beyond the reasonable control of City, including delays arising from an action under the California Environmental Quality Act (CEQA), failure by City to expedite the plan

check process, or unreasonable processing times for City or other public agency approvals, which shall extend the time within which this Agreement requires certain acts to be performed for a period equal to any such prevention, delay or stoppage. The time for performance of provisions of this Agreement by either Party shall be extended for a period equal to the period of any Unavoidable Delay affecting the Project or this Agreement will be deemed granted only if written notice by the Party claiming such extension is sent to the other Party within thirty (30) calendar days from the commencement of the cause.

ARTICLE 2
ENGAGEMENT; STANDARDS OF PERFORMANCE

2.1 Engagement. The County hereby engages City as the development manager of the Project with respect to the Development Work, for the purpose of managing, supervising, and coordinating the planning, design, entitlement, permitting, construction and completion of the Development Work, all in accordance with the terms, conditions and limitations herein set forth. City hereby accepts such engagement and City hereby agrees to use reasonable efforts to perform the Services, including (i) obtaining and preserving all Entitlements required for Project occupancy (See Section 3.2.2), (ii) negotiating any Third Party Contracts necessary for the completion of the Project, (iii) overseeing and managing construction of the Improvements by Third Parties pursuant to approved Plans and Specifications, (iv) obtaining the acceptance of the applicable Improvements by the relevant Governmental agencies, (v) otherwise providing all Services necessary for completion of the Development Work, within the Development Budget and Project Schedule as the same may be modified from time to time, (vi) signing documents, purchase orders, change orders and other instruments and writings related to the Project, (vii) issuing payments in connection with the Development Work on checks drawn against the Project Account(s) (as such term is hereafter defined), and (viii) such other tasks as are necessary to perform or procure the Development Work or as requested by the County.

2.2 Standard of Performance. City shall furnish its skill and judgment to perform the Development Work and shall cooperate with the City, the County and the Third Parties performing Development Work or otherwise providing services relating to the Project. City shall perform its duties and obligations under this Agreement in a reasonably efficient, expeditious and economical manner, in accordance with the applicable Project Schedule (subject, however, to the provisions of Section 3.2) and within the amounts budgeted in the Development Budget (except as otherwise permitted pursuant to the terms of this Agreement) consistent with the professional care, skill, judgment, diligence and care ordinarily provided by development managers practicing in the same or similar locality under the same or similar circumstances, but in no event less than reasonable skill and care, and in compliance with all Applicable Laws. City shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project, consistent with the Development Schedule. City shall devote sufficient time and attention to ensure the full, prompt, and professional discharge of its duties under this Agreement.

2.3 City' Personnel, Contractors and Consultants. City may perform its duties and obligations hereunder with its own employees and/or by engaging Consultants or Contractors. City shall be responsible for hiring, supervising, training, and terminating all of its employees and

staff members performing Services relating to the Project. The persons designated by City as its representatives ("**Representatives**") shall represent City as its agents and all written communications given to or by those Representatives shall be as if given to or by City. City and its employees, agents, Third Party Consultants, and Contractors shall at all times perform City' obligations hereunder in a good and workmanlike manner. Any employee, agent, Third Party Consultant or Contractor of City performing Development Work who, in the reasonable opinion of the County, does not perform its work in a skillful manner or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the County, be promptly removed from performing Development Work on the Project. City shall fully comply with all applicable laws and regulations relating to Workers' Compensation Insurance (WCI), social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related laws, including the California Labor Code, as applicable to City' employees, agents, Third Party Consultants and Contractors.

2.4 County's Representative. Roxanne V. Wilson, County Administrative Office Homeless Services Director shall represent the County, and all written communications given to or by such representative shall be deemed given to or by the County. The County's representative may be changed from time to time by the County by delivery of written notice thereof to City.

2.5 Access to Work. The County, City and their respective officers, managers, members, representatives, agents, and employees shall at all times have access to the Project and the Development Work wherever it is in preparation or progress. It is acknowledged by all Parties that the County does not own the Project premises.

2.6 Project Accounts; Funding. Upon execution of this Agreement, the County will provide a one-time payment to the City of one million, six hundred sixty-eight thousand, five hundred and fifty dollars and zero cents (**$1,668,550.00).** The one-time payment will have a certified invoice and is agreed upon now, in this Agreement, for All draw packages received after the one-time payment is issued, will be offset against the one-time payment until funds are exhausted or the term of the agreement has ended. City agrees that the advanced payment provided in this Agreement, is to be used solely for the purposes of this Project. All payments after the advance payment will be paid within thirty (30) days after receipt of a certified invoice to the County Auditor-Controller's office. The City shall be authorized to issue checks or make withdrawals for payment of contractors, vendors and consultants from such Project Account once the County has approved the draw package. All funds must be exhausted by June 30, 2027.

2.6.1 The Draw Process. On a monthly basis: (a) HCD Certified Modular Unit Provider, Contractors, and/or Subcontractors shall submit their invoices to City no later than the 23rd day of each month for work completed as of the 23rd day of that month; (b) City shall review all invoices received for work completed as of the 23rd day of that month and assemble a DRAW PACKAGE for submittal to the County for the County's approval on the 25th day of that month, which draw package shall include: (i) a SUMMARY listing all invoices to be paid for that month and the total draw amount; (ii) copies of all invoices to be paid; (iii) General Contractor's Application for Payment including conditional releases for the current pay application and

unconditional releases for the previous pay application; and (iv) an updated DEVELOPMENT BUDGET reflecting paid-to-date and balance-to-complete. City recommends and is amenable to a monthly draw review meeting with the County.

2.7 Licensing. The City holds a State of California, Department of Consumer Affairs, Contractors State License Board (CSLB) license.

2.8 Term. The term of this Agreement shall commence as of the Effective Date and shall terminate on June 30, 2027.

2.9 Termination. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to City at least thirty (30) days prior to the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to City. "Good cause" includes the failure of City to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, all **Funding** received by City minus work performed prior to the effective termination date, shall be returned to the County. The County may also be relieved of the payment of any consideration to City, and the County may proceed with the work in any manner which County deems proper. The cost to the County shall be deducted from any sum due to City under this Agreement.

ARTICLE 3
PERFORMANCE OF THE DEVELOPMENT WORK

3.1 Development Budgets.

3.1.1 Approval of Development Budgets. The County has approved of the preliminary Development Budget attached hereto as Exhibit C and incorporated by this reference. City shall advise the County if City determines that the amounts set forth in the applicable Development Budget will be exceeded. Any amendments and all material changes to the Development Budget shall be promptly delivered and subject to the County's prior written approval.

3.1.2 Conformity with Development Budget. City shall use commercially reasonable and diligent efforts to enable the Development Work to be completed in conformity with the Development Budget making use of the Funding available the Project; provided, however, in no event shall City (a) be required to extend credit or expend funds with respect to the Project or (b) be responsible for the payment of any amounts incurred in excess of the Development budget unless such amounts arise from City' gross negligence, willful misconduct or willful failure to perform its material obligations under this Agreement (beyond any applicable notice and cure period). The County acknowledges that changes to the Project scope will impact the Development Budget.

3.2 Project Schedule and Development Plan.

3.2.1 Approved Project Schedule and Development Plan. City and the County will jointly agree upon the Project Schedule and Development Plan. The Project Schedule and Development Plan shall be updated regularly by City. City shall provide the County with reports with respect to the progress of the Development Work and the status of the Development Budget and amounts of the Funding remaining in the Project Accounts. City shall provide the County with concurrent copies of Contractors' monthly applications for payment.

3.2.2 Delay. City shall proceed with diligence to perform the Development Work in accordance with the Development Plan, the Development Schedule and the Development Budget. If any delay in completion of the Development Work in accordance with the Project Schedule (or other applicable time period as specified herein) occurs due to an Unavoidable Delay, including any City or public agency processing delays, the Project Schedule shall be appropriately modified. In the event of an Unavoidable Delay, City and the County shall meet and confer within seven (7) business days to discuss modifications to the Development Plan, Project Schedule and the Development Budget.

3.2.3 Notification by City. Promptly after City becomes aware that (i) any action or performance shown in the Project Schedule will be materially delayed beyond the start or completion date that is specified for such action or performance in the Project Schedule or (ii) any changes to the Development Plan are necessary or advisable, and at such other times as the County may reasonably request, City shall furnish to the County proposed additional or revised schedules with variance explanations and/or revisions to the Development Plan and/or Project Schedule. City shall submit a written remedial plan of action for recapturing such schedule slippage, together with supporting documentation therefor. The County shall review the proposal with City and City shall make any necessary revisions thereto as mutually agreed upon during the review.

3.3 Responsibilities of City.

3.3.1 General Responsibility. City' general responsibility hereunder as the County's development manager shall be to ensure the HCD Modular Unit Provider and City's Public Works Department manage, arrange, supervise and coordinate the planning, design, entitlement, permitting, development, construction, and completion of the Development Work, and to take such actions as the County may reasonably request within the scope of City' responsibilities in this Agreement. City will be required to make continuous inspections of the work and shall be responsible for fully understanding and supervising the means, methods, and techniques of construction, regardless of whether or not the work is under its control or under the control of Third Parties including City' Contractors and any Subcontractors. In furtherance of the foregoing, the Development Work is proposed to consist of the following: a 19 modular unit LBNC site constructed with 12 duplex ensuites (individual, couple, or ADA compliant) modular units containing individual rooms for habitation, along with common bathrooms, administrative offices, dining facilities, common outdoor areas, laundry, storage, bike racks, ADA decking and entrances, parking and a garden area.

3.3.2 Project Approvals. City shall be solely responsible for procuring Entitlements. City shall ensure that the Project shall be developed in accordance with the terms and conditions of this Agreement and all approvals, entitlements and permits that the City and County or any other governmental body or agency with jurisdiction over the Project or the Property has granted or issued as of the effective date of this Agreement or may hereafter grant or issue in connection with development of the Project. City and the County acknowledge that construction of the Project is expected to commence on or about October 1, 2024.

3.3.3 Construction Plans. Once the City has engaged the HCD Certified Modular Unit Provider to prepare construction plans for the Project (the "**Construction Plans**"), and together with the HCD Certified Modular Unit Provider, and such Consultants as the HCD Certified Modular Unit Provider and City deem necessary, shall cause to be prepared building, grading and landscaping permit applications for review and approval by the City within sixty days of the Effective Date of this Agreement. City shall be responsible for securing prompt review and comments by the City on any submissions of Construction Plans. City shall inform the County of the City's comments, and the HCD Certified Modular Unit Provider shall instruct any Contractor or Consultants to submit each subsequent revision within thirty days of receipt of the City's comments, to the extent reasonably practicable. As used herein "**Construction Plans**" means all construction documents upon which City, the HCD Certified Modular Unit Provider, Contractor and any Subcontractors or Consultants shall rely upon in constructing the Project, and shall include, without limitation, the site development plan, final architectural drawings, landscaping, exterior lighting and signage plans and specifications, materials specifications, final elevations, and building plans and specifications. The Construction Plans and any modifications thereto shall be based upon the site plan and elevations approved by the City and County, and the approvals issued by the City and County for the Project and shall not materially deviate therefrom without the express written consent of County.

3.3.4 Construction Pursuant to Plans. City shall oversee the development, design and construction of the Project as herein described, in accordance with the approved Construction Plans and all other permits and approvals granted by the City and County pertaining to the Project. City shall require its HCD Certified Modular Unit Provider, Contractor(s), Subcontractor(s), employees and Consultants to comply with all directions, rules and regulations of any fire marshal, health officer, building official or other officer of every governmental agency having jurisdiction over the Property or the Project. All design and construction work on the Project shall be performed by licensed design professionals including licensed Contractors, engineers or architects, as applicable and in accordance with state and local laws and regulations.

3.3.5 Construction Schedule. City shall cause construction of the Project to be commenced by starting utility extensions, site preparation and foundation preparation ("**Commence Construction**") within three business days of City's issuance of a grading permit for the Property consistent with the Construction Plans, and the City's written notice to proceed. City and the HCD Certified Modular Unit Provider shall cause construction of the Project to be diligently prosecuted to completion.

3.3.6 Bonds, Mechanic's Liens and Stop Notices. City shall instruct the Contractor to procure performance and labor and materials bonds from sureties acceptable to City to ensure completion of the Improvements in the estimated amount of the costs. City shall keep the Property free from liens arising out of any work performed, materials furnished, or obligations incurred by or on behalf of City in the performance of its duties hereunder.

3.3.7 As-Built Plans. Upon completion of construction, City shall request on behalf of the County following the completion of the Improvements, either a set of marked-up as-built plans for the Improvements prepared by the Contractor, or alternatively a record drawing reflecting construction prepared by the Project HCD Certified Modular Unit Provider.

3.3.8 Use of Plans. The contracts secured and executed by City relating to design and construction of the Improvements shall provide, in form and substance reasonably satisfactory to City and the County, for the purpose of development of the Project.

3.3.9 Cost of Construction. The costs of designing, developing and constructing the Improvements of the Project and compliance with the Project approvals shall be paid from the Funding, which shall be made available pursuant to this Agreement to City for its disbursement and application to the HCD Certified Modular Unit Provider, Contractor(s), Subcontractor(s), Consultants and other professionals contributing to the construction of the Project. See Section 3.5.

3.3.10 Equal Opportunity. There shall be no discrimination on the basis of race, color, religion, creed, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction work on the Property, and City and its agents, including its HCD Certified Modular Unit Provider, Contractors, Subcontractors, Consultants shall refrain from discrimination on such basis.

3.3.11 Compliance with Laws. City and any Contractors, and Consultants engaged by City pursuant to this Agreement to carry out the construction of the Project and all subsequent improvements, alterations and replacements, shall perform such construction in a first class and workmanlike fashion in accordance with the Construction Plans and in accordance with Applicable Laws.

3.4 Ownership of Plans and Materials. The County and the City are the sole owners of all Plans and Specifications and all other materials, prepared in connection with the Project. Upon completion or any termination of this Agreement, the County shall retain sole custody of all such materials and City shall return to the County any and all copies of such materials.

3.5 Sufficiency of Project Funds. The Parties have agreed, and secured the understanding and agreement of the County, that the amount of the Funding is anticipated to be sufficient to complete the Project, and the Parties will work cooperatively and in good faith to accomplish the same in accordance with the Development Budget and Project Schedule as the same may be modified from time to time. Should the amount of Funding be deemed insufficient, by City in its reasonable discretion, to complete the Project in accordance with the Plans and

Specifications and pursuant to the Project Schedule, City and the County shall meet and confer and either (a) identify and obtain sources of additional funding or (b) agree upon changes to either the Plans and Specifications or the Project Schedule, or both, in order to accomplish cost savings and efficiencies so the Project can be completed with the available amount of Funding and any additional funding identified pursuant to clause (a) of this Section 3.5 above.

3.6 Approvals and Requests for Consent. If at any time City requests the approval of the County with respect to any matter relating to the Project, the County shall provide such approval or disapproval within five (5) Business Days of receiving written notice of such request (as provided in Section 10.4) from City along with any documentation to support City' request for approval and/or consent by the County. In the event the County is not able to process approval or disapproval within five (5) business days, the parties shall meet and confer regarding the process and timeframe to respond to such request, but approval or disapproval shall in no event be provided later than ten (10) days of the County's receipt of the written request from City.

ARTICLE 4
AUTHORITY OF DEVELOPMENT MANAGER

4.1 General Authority. City shall carry out and discharge the responsibilities and obligations of City under this Agreement (including, without limitation, all of the responsibilities imposed upon City under Article 3); provided, however, that City shall have no right or authority, express or implied, to commit or otherwise obligate the County in any manner whatsoever except to the extent specifically provided herein or specifically authorized in writing by the County.

ARTICLE 5
PROGRESS MEETINGS; REPORTING REQUIREMENTS

5.1 Progress Meetings. At the County's request, City shall schedule and attend meetings with the County to discuss the progress of the development and construction of the Project. At such meetings City shall provide the County with any updated Project Schedule, Development Budget and Development Plan required to be delivered by City.

5.2 Third Party Information. City shall furnish to the County, from time to time, promptly after the County's request, a current list of all of City's Contractors, Subcontractors, Consultants and Third Parties employed in connection with the Development Work.

5.3 Books and Records. Electronic copies of City correct and complete books of account and business records in which all transactions respecting the Development Work shall be timely entered in accordance with generally accepted accounting principles and practices. Such accounts and records shall be kept by City on an accrual basis and in all respects in a manner consistent with generally accepted accounting principles and practices consistently applied. City shall preserve all such records and upon the expiration or earlier termination of this Agreement, shall deliver copies of all such records to the County. Such books shall be open at all reasonable

times for inspection or copying by the County and its agents, employees, and representatives. The books shall be audited as directed by the County.

ARTICLE 6
INSURANCE AND INDEMNIFICATION

6.1 Insurance General. At all times during the Term, without limiting City' duty to indemnify County, City shall comply with the following insurance requirements:

6.1.1.1 Except as otherwise approved by the County, all insurance described under this Article to be carried by City will be maintained by City as follows: it will maintain workers compensation, general commercial liability, automobile insurance and an umbrella policy as more fully described below. These insurance policies are understood to be provided in association with City development management services. City' Contractor and any Subcontractor will obtain and maintain their own separate insurance policies as required.

6.1.1.2 Premiums for all policies of insurance required to be maintained by City under this Agreement shall be paid by City unless otherwise provided in this Agreement or in the Development Budget.

6.2 Evidence of Insurance. As evidence of City' specified insurance coverage, the County shall accept certificates issued by City' insurance carrier acceptable to the County showing such policies in force for the specified period. Such evidence shall be delivered to the County prior to commencement of Services. City shall also allow the County to inspect such evidence of insurance as City obtains from its Subcontractor(s), but the County shall have no obligation to inspect such evidence of insurance.

6.3 Workers' Compensation Insurance. City shall maintain Workers' Compensation Insurance (statutory limit) for all persons whom it employs in carrying out the Services under this Agreement.

6.4 Commercial General Liability Insurance. City shall maintain Commercial General Liability Insurance on an "occurrence" basis, with reasonably acceptable deductibles, premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations with a combined single limit for Bodily Injury and Property Damage of not less than One Million Dollars ($1,000,000) per occurrence and with a total limit of Two Million Dollars ($2,000,000.00) with coverage at least as broad as the current ISO forms.

6.5 Automobile Liability Insurance. City shall maintain owned, hired, leased, and non-owned automobile liability insurance covering all use of all automobiles, trucks and other motor vehicles utilized by City in connection with this Agreement, with a combined single limit for bodily injury and property damage of One Million Dollars ($1,000,000.00).

6.6 Umbrella/Excess Coverage. City shall maintain umbrella/excess liability coverage on an "occurrence" basis, with a combined single limit for bodily injury and property damage of Two Million Dollars ($2,000,000.00) covering general liability and automobile liability.

6.7 Additional Insured. Additional Insured Status. The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of City including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to City' insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

6.8 Primary Non-Contributory Coverage. For any claims related to this contract, City' insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the City' insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

6.9 Waiver of Subrogation. City hereby grants to County a waiver of any right to subrogation which any insurer of City may acquire against the County by virtue of the payment of any loss under such insurance. City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

6.10 Other Insurance Requirements. All insurance required by this Agreement shall be with a company reasonably acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of two (2) years following the date City completes its performance of services under this Agreement. Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended nonrenewal thereof. Each policy shall provide coverage for City and additional insureds with respect to claims arising from each subcontractor performing work under this Agreement or be accompanied by a certificate of insurance from each showing each subcontractor has identical insurance coverage to the above requirements. Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of City' work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of Additional Insureds shall not be called upon to contribute to a loss covered by City' insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000).

DRAFT

The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99. Prior to the execution of this Agreement by the County, City shall file certificates of insurance with the County's Contract Administrator and County's Contracts/Purchasing Division, showing that City has in effect the insurance required by this Agreement. City shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. City shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify City and City shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by City to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

6.11 County's Insurance. The County is self-insured for general liability up to $2.5 million. Above the self-insured retention, the County maintains a primary excess layer up to $10 million. The County may elect to maintain an OCIP insurance policy with respect to the Project in such form and amount and with such limits as reasonably agreed by City and the County and an employee liability policy (EPL) covering all County employees working at the Project.

6.12 Indemnification. City shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with any negligence or willful misconduct by City, its officers, employees, Contractors, Subcontractors, and/or Consultants, such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "City' performance" includes City's action or inaction and the action or inaction of City' officers, employees, agents, Contractors, Subcontractors and Consultants.

6.14 Indemnification Agreement to be included in City' Design Professional Agreements. City shall require the following indemnification provisions to be included in their Professional Services Agreement and Construction Contracts for any design/construction work to be performed as a part of this Program, (Indemnification Agreement) "design professional" has the same meaning set forth in California Civil Code section 2782.8. If any term, provision or application of this Indemnification Agreement provision is found to be invalid, in violation of public policy or unenforceable to any extent, such finding shall not invalidate any other term or provision of this Indemnification Agreement provision and such other terms and provisions shall continue in full force and effect. If there is any conflict between the terms, provisions or application of this Indemnification Agreement provision and the provisions of California Civil Code sections 2782 or 2782.8, the broadest indemnity protection for County under this Indemnification Agreement that is permitted by law shall be provided by City' design

professionals.

6.15 Indemnification for Design Professional Services Claims. City's design professionals shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claims that arise out of, or pertain to, or relate to the negligence, recklessness or willful misconduct of City' design professionals', its employees, Contractors, Subcontractors, Consultants and agents in the performance of design professional services under this Agreement, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County, but in no event shall the amount of City' design professional's liability exceed City' design professional's proportionate percentage of fault as determined by a court, arbitrator or mediator, or as set out in a settlement agreement. In the event one (1) or more defendants to any action involving such claim or claims against County is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, such Contractor shall meet and confer with the other parties to such action regarding unpaid defense costs. City' design professionals shall agree to reimburse our clients for their legal fees and costs in proportion to either our agreed (via settlement agreement) or adjudicated (via arbitration or litigation) percentage fault.

6.16 Indemnification for All Other Claims or Loss. For any claim, loss, injury, damage, expense or liability other than claims arising out of City' design professionals' performance of design professional services under this Agreement, City' design professionals' shall indemnify, defend and hold harmless County, its governing board, directors, officers, employees, and agents against any claim for loss, injury, damage, expense or liability resulting from or alleging injury to or death of any person or loss of use of or damage to property, arising from or related to the performance of services under this Agreement by City' design professionals', its employees, Contractors, Subcontractors, Consultants or agents, excepting only liability arising from the sole negligence, active negligence or willful misconduct of County, or defect in a design furnished by County.

ARTICLE 7
FUNDING FOR PROJECT

8.1 Costs to be Paid With Funding. Project Costs, which are to be sourced by the Funding and such additional funding sources as the Parties may identify and secure during the term of this Agreement, shall include the following general categories to the extent incurred by City in accordance with the Development Budget (Exhibit C):

8.1.1 All costs for architectural, legal, accounting, engineering and other consultant services and for soils, geological, and toxic and hazardous waste studies, and any environmental studies;

8.1.2 All construction costs, including labor and material costs and equipment rental and repair, and the costs to maintain the Property as provided in this Agreement;

8.1.3 All Governmental licenses and fees relating to the Project, costs to process, obtain and maintain the Entitlements, all real and personal property taxes imposed against the Property and Project and all bonds or deposits required in connection with the development of the Project;

8.1.4 All financing costs, including interest payments, for loans from traditional lenders for actual costs incurred and directly related to City' Development of the Project.

8.1.5 The premiums on any insurance required to be carried by City pursuant to this Agreement to the extent properly allocable to the Project (but excluding Workers' Compensation Insurance); and

8.1.6 Subject to available Funding, all other actual costs incurred in connection with the Development Work.

ARTICLE 8
REPRESENTATIONS AND WARRANTIES

9.1 Representations and Warranties of City. City hereby represents and warrants to the County as follows:

9.1.1 Formation; Qualification. City is a nonprofit corporation, duly formed, validly existing and in good standing under the laws of the State of California.

9.1.2 Authorization; Binding Agreement. City has taken all action required to allow City to enter into this Agreement. This Agreement constitutes a legal, valid and binding obligation of City, and neither its execution nor performance violates the requirements of any other agreement to which City is a party or is otherwise bound.

9.1.3 Resources. City has and shall maintain at all times during the Term sufficient facilities, expertise, staff, assets and other resources to perform its duties under this Agreement.

9.2 Representations and Warranties of County. The County hereby represents and warrants to City as follows:

9.2.1 County. County is a political subdivision of the State of California.

9.2.2 Authorization; Binding Agreement. The County has taken all action required to allow the County to enter into this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the County.

ARTICLE 11
MISCELLANEOUS PROVISIONS

10.1 Remedies Cumulative. No remedy herein reserved is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in this Agreement or as now or hereafter existing or at law, equity or by statute.

10.2 Nonwaiver. The failure of either party to notify the other of any default under this Agreement shall not be deemed to be a waiver of any continuing default of any term, covenant or condition set forth in this Agreement, nor of such party's right to declare a default for any such continuing breach, and the failure of either party to insist upon strict performance of any of the terms, covenants or conditions of this Agreement, or to exercise any option in this Agreement in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect,

10.3 Successors and Assigns. Neither party may assign this Agreement in whole or in part, or any interest herein, without the other party's prior written consent, which shall not be unreasonably withheld. Any assignment without such consent shall be void and of no effect. Notwithstanding the foregoing, City acknowledges that the County intends to assign the LBNC to the City on or before June 30, 2027. The rights and obligations of the parties hereunder shall, subject to the limitations on assignment contained in this Section, be binding upon, and inure to the benefit of, the successors and assigns of the County and City.

10.4 Written Notice. For purposes of this Agreement, notices will be deemed to have been given upon personal delivery thereof, three (3) Business Days after having been deposited in the United States mail, postage prepaid and properly addressed, one (1) Business Day after having been sent by Federal Express or other similar overnight delivery service or upon confirmation if sent by facsimile or email. Any party hereto may from time to time, by written notice to the other, designate a different address which shall be substituted for the one set forth below.

County:
County of Monterey
County Administrative Office
168 West Alisal Street, Third Floor
Salinas, California 93901
Attn: Roxanne V. Wilson, Homeless Services Director
Email: wilsonr@co.monterey.ca.us

City:
City of Soledad
City Manager's Office
248 Main Street
Soledad, California 93901
Attn: Megan Hunter, City Manager
Email: mhunter@cityofsoledad.gov

10.5 Severability. Should any one or more provisions set forth in this Agreement for any reason be held invalid, illegal or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been incorporated therein provided that the deletion of such provision does not materially alter this Agreement.

10.6 No Third-Party Beneficiaries. This Agreement is not intended and shall not be deemed or construed to confer any rights, powers or privileges on any person, firm, partnership, corporation or other entity not a party hereto except as may be expressly provided herein to the contrary.

10.7 Exhibits and Headings; Construction. The Exhibits attached or to be attached hereto shall be construed with and as integral parts of this Agreement to the same extent as if the same had been set forth verbatim herein. The titles and headings of articles and sections of this Agreement are intended for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement. As used herein: (i) the singular shall include the plural (and vice versa) and the masculine or neuter gender shall include the feminine gender (and vice versa) where the context so requires; (ii) locative adverbs such as "herein," "hereto," and "hereunder" shall refer to this Agreement in its entirety and not to any specific Section or paragraph; (iii) the terms "include," "including," and similar terms shall be construed as though followed immediately by the phrase "but not limited to;" and (iv) "shall," "will" and "must" are mandatory and "may" is permissive.

10.8 Oral Agreements. No oral order, objection, claim or notice by any party to the other shall affect or modify any of the terms or obligations contained in this Agreement, and none of the provisions of this Agreement shall be held to be waived or modified by reason of any act whatsoever, other than by an express waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

10.9 Counterparts. This Agreement may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

10.10 Governing Law; Venue for Resolution of Legal Actions. This Agreement shall be governed by the laws of the State of California. Any litigation regarding the enforcement or the interpretation of the terms and conditions of this Agreement shall be filed in the Superior Court of the State of California, County of Monterey.

10.11 Merger. All prior understandings and agreements between the parties respecting this relationship, are merged into this Agreement, which Agreement fully and completely expresses the agreement of the parties, and there are no representations, warranties or agreements except as specifically and expressly set forth herein and in the Exhibits which are attached and incorporated by reference into this Agreement.

DRAFT

10.12 Time. Time is of the essence for this Agreement and each provision hereof of which time is an element.

10.13 Confidentiality. City and its officers, employees, agents, and Contractors, Subcontractors and Consultants shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. City shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits City to disclose such records or information. City shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. City shall not use any confidential information gained by City in the performance of this Agreement except for the sole purpose of carrying out City' obligations under this Agreement.

10.14 County Records. When this Agreement expires or terminates, City shall return to County any County records which City used or received from County to perform services under this Agreement.

10.15 Maintenance of Records. City shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. City shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then City shall retain said records until such action is resolved.

10.16 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of City related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.17 Non-Discrimination: During the performance of this Agreement. City and its Contractors, Subcontractors and Consultants shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in City' employment practices or in the furnishing of services to recipients. City shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. City and Contractors, Subcontractors and Consultants shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

10.18 Compliance With Terms of State or Federal Grants. If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, City will comply with all the provisions of said contract, to the extent applicable to City as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to City, at no cost to City.

10.19 Parties' Relationship. No provisions of this Agreement shall be intended to create an agency, partnership or joint venture or other similar relationship between the County and City with respect to the Project, and neither party shall have the power to bind or obligate the other party, except as expressly set forth in this Agreement. Neither this Agreement nor any communication or other action between the parties relating to the Project, is intended shall be construed to create a joint venture, partnership or other similar relationship between City and the County.

10.20 Advice of Counsel. Each party represents and warrants that it has received the advice of independent counsel of its own choosing with respect to the meaning and effect of this Agreement. No provision of this Agreement shall be construed in favor of or against any party on the ground that such party or its counsel drafted the provision.

10.21 City' Default. The occurrence and continuance of any one or more of the following events, beyond the expiration of any applicable grace and/or cure period provided for herein, is an "**Event of Default**" hereunder by City:

10.21.1 Uncured Breach. Any breach or default by City of any covenant, duty, obligation, representation, or warranty under this Agreement; provided, however, that before such breach or default is deemed an Event of Default, City shall have: (i) received notice from the County of such breach or default; and (ii)(A) failed to cure or remedy such breach or default within ten (10) business days following such notice, in the event of a monetary default, or thirty (30) days following the date of such notice in the event of any other breach or default; or (B) if such breach or default does not consist of the failure to pay money and is not curable within such thirty (30)-day period, failed to commence such cure within such thirty (30)-day period or failed to diligently and continuously pursue such a cure or remedy thereafter and in any event failed to fully cure or remedy such breach or default within sixty (60) days of such notice to City.

10.21.2 Bankruptcy. There is a bankruptcy or dissolution with City.

10.21.3 Improper Conduct. City is grossly negligent or engages in fraud, bad faith, or willful misconduct in connection with the Services.

10.22 Contingency. This Agreement is contingent upon the County's successful receipt and retainment of grant funding from the State of California Encampment Resolution Funding grant.

10.23 Remedies on Default. Upon an Event of Default, the non-defaulting party shall have the authority to exercise any and all rights and remedies available at law or in equity,

DRAFT

including, without limitation, the right to terminate this Agreement upon ten (10) days' written notice to the other.

[SIGNATURES ON FOLLOWING PAGES]

DRAFT

IN WITNESS WHEREOF, County and CITY have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY:	**CITY OF SOLEDAD**
County Administrative Office (CAO), Sonia M. De La Rosa, CAO By: _____ Deborah Paolinelli, Assistant CAO Date: _____	**Megan Hunter, City Manager** By:_____ Megan Hunter, City Manager Date: _____
Debra R. Wilson, Contracts/Purchasing Officer By: _____ Debra R. Wilson, Contracts/Purchasing Officer Date: _____	**CITY ATTORNEY** By: _____ Mike Rodriquez, City Attorney Date: _____
APPROVED AS TO FORM: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: _____ Marina Pantchenko, Deputy County Counsel	
APPROVED AS TO FISCAL PROVISIONS: Rupa Shah, Auditor-Controller By: _____ Name: _____ Title: _____	
APPROVED AS TO INSURANCE AND INDEMNIFICATION PROVISIONS: Office of the County Counsel-Risk Management Susan K. Blitch, Acting County Counsel By: _____ David Bolton, Risk Manager	

DRAFT

EXHIBIT A

ENCAMPMENT SITE MAP

1/30/2023

1:3,220

0 0.02 0.04 0.08 mi

0 0.04 0.07 0.14 km

Maxar, Microsoft, Esri Community Maps Contributors, California State Parks, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph,

CITY OF SOLEDAD
PLANNING DIVISION

EXHIBIT B
THE PROPERTY
APN 022-291-010-000

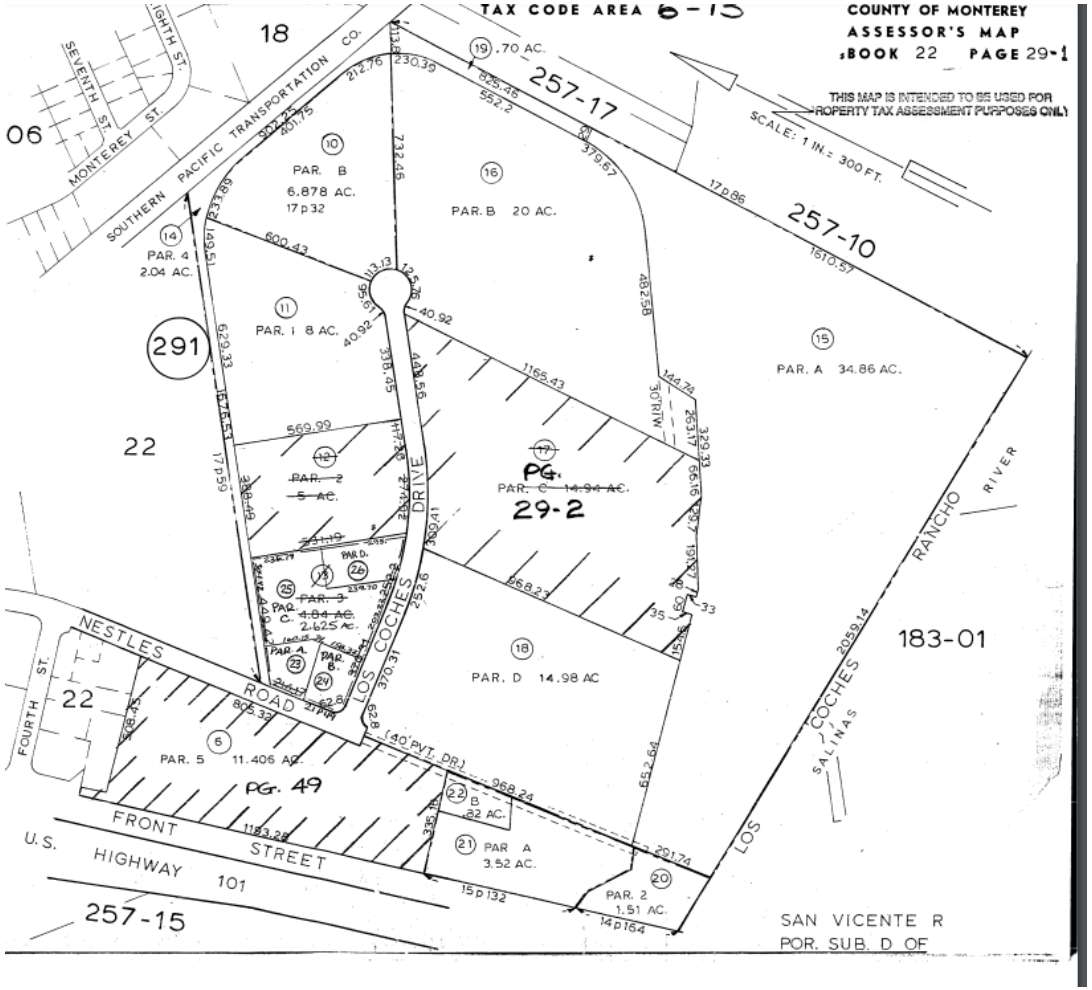


EXHIBIT C

CITY DEVELOPMENT BUDGET

Las Casitas Village Development Budget 990 Los Coches Road (APN 022-291-010-000)			
Modular Unit Provider	Manufacture modular components, coordinate State approvals and inspections, and assemble, deliver, and install Las Casitas Village (Project) including 12 sleeping units , 2 offices, 1 laundry unit, 2 hygeine facility units, 1 staff bathroom, 1 kitchen prep (no stove), decking, parking and perimeter fencing.	$	1,125,000.00
Site development & construction	Hookups, Utilities, gravel/asphalt	$	250,000.00
Furniture/Community Space	Outdoor tables, seating, patio, plants	$	113,550.00
Pet Turf Area	Turf for pet soiling	$	30,000.00
Contingencies	Contingencies	$	150,000.00
	Total	***$***	***1,668,550.00***

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

Gavin Newsom,
Governor

Tomiquia Moss,
Secretary

801 Capitol Mall
Suite 601
Sacramento, CA 95814

(916) 651-2820
bcsh.ca.gov/calich

CAL ICH | **California Interagency Council on Homelessness**

April 18, 2024

Monterey County #79
Attn: Roxanne Wilson
168 W. Alisal
Salinas, CA 93901

RE: ERF-3-R Award Announcement – Monterey County
Award Amount: $4,726,963.50

Dear Roxanne Wilson:

The Business, Consumer Services and Housing Agency's (BCSH) California Interagency Council on Homelessness (Cal ICH) is pleased to announce that **Monterey County** has been awarded an **Encampment Resolution Funding Round 3 (ERF-3-R)** grant in the amount of $**4,726,963.50.** This letter constitutes notice of the award of ERF-3-R funds. Please note that this letter does not constitute the formation of a contract between the State and **Monterey County.**

Monterey County will receive its full disbursement of funds after the Standard Agreement is fully executed. Please be advised that this award is subject to the terms and conditions of the Standard Agreement.

Due to the imminent transition of all Cal ICH grant programs to the Department of Housing and Community Development (HCD) and the inability of the State Controller's Office to issue payments in June, you will not receive your Standard Agreement for this award until July. Please note that your jurisdiction may begin expending eligible costs under your approved ERF project as of the date of this award letter. Eligible costs may be reimbursed once a Standard Agreement is executed between Monterey County and the State and you receive your full award. Monterey County will not acquire any legal or equitable rights to the ERF-3-R award until a Standard Agreement is executed.

You may reference the ERF-3-R Notice of Intent to Award on the Cal ICH website.

California Interagency Council on Homelessness

Congratulations on your successful application. For further information or if you have any questions, please contact me at Jeannie.McKendry@bcsh.ca.gov or calichgrants@bcsh.ca.gov.

Sincerely,

Jeannie McKendry

Jeannie McKendry
Grants Development Section Chief, Cal ICH

ERF-3-R Application
APPLICATION TEMPLATE

January 28, 2024

Part 1: ADMINISTRATIVE INFORMATION

Application Window

This application is being submitted in the following window:

X	Window #1	11/3/2023 – 1/31/2024
	Window #2	2/1/2024 – 4/30/2024
	Window #3	5/1/24 – 6/30/24

Applications received after 5:00 p.m. on the last day of the application window will be reviewed and evaluated during the following application window. ***Note, applications submitted after 5:00 p.m. on 6/30/2023 will not be reviewed.***

Eligible Applicant

Select the eligible applicant's jurisdiction type:

CoC	City	County X

What is the name of the City or County?	Monterey

Part 1 (B) Contracting Information

Contractor Name (the legal entity entering into contract with the State): County of Monterey

Federal Employer Identification Number for the contractor (Upload GovTin Tax Form or STD 204 Tax Form): 94-6000524

Who is the best contact person for this contract? Roxanne V. Wilson

Primary Contact – this contact will receive ALL grant related correspondence.

Title	County Homeless Services Director
First Name	Roxanne
Last Name	Wilson
Email	wilsonr@co.monterey.ca.us
Phone	831-755-5445

Secondary Contact - this contact will receive ALL grant related correspondence

Title	Management Analyst II
First Name	Sarah
Last Name	Federico
Email	federicos@co.monterey.ca.us
Phone	831-755-5341

Contact Person for Reporting - This contact will ONLY receive grant reporting correspondence

Title	Management Analyst II
First Name	Sarah
Last Name	Federico
Email	federicos@co.monterey.ca.us
Phone	831-755-5341

Authorized Representative – The authorized representative has authority to contract on behalf of the eligible applicant.

Title	Assistant County Administrative Officer
First Name	Debbie
Last Name	Paolinelli
Email	paolinellid@co.monterey.ca.us
Phone	831-755-5309

If this application is funded, what address should the check be mailed to?

Address Line 1	168 W. Alisal
Address Line 2	3rd Floor
City	Salinas
State	CA
Zip Code	93901
Attention to: (if applicable)	Roxanne V. Wilson

PART 2: PROPOSAL OVERVIEW

Proposal Summary:

Summarize the proposed Encampment Resolution Fund (ERF) project, including an overview of all key components and/or phases of the project that will be funded in whole or in part with ERF-3-R resources. (1500-character limit) 1469

This proposed project will resolve an encampment of 40 people who are living in the Salinas Riverbed within the City of Soledad in southern Monterey County. The City has a total population of 25,000 and has partnered with the County to develop a plan to support the encampment residents with increased outreach services, expanded interim housing capacity, rental subsidies, and linkages to affordable housing units in the City that are nearing completion. The requested ERF will fund 1.0 FTE City Outreach Worker to engage and support encampment residents with service connections, interim and permanent housing, the creation of 12 units of non-congregate interim housing with housing navigation services in mobile homes on a City-owned, undeveloped site close to the encampment to be operated by a non-profit partner to be selected through an RFP process, and motel vouchers to provide some additional interim housing capacity. The City estimates 15% of employed encampment residents can also secure housing directly with the help of short-term rental subsidies and housing navigation. Affordable units available in new apartment buildings in the City will additionally be available in 2024, of which 8-10 households will have access for permanent housing. With a small investment of ERF resources, the City and County will be able to substantially reduce homelessness, as this encampment represents the only large grouping of people experiencing homelessness in the community.

People Served

Number of people currently residing in prioritized encampment site (#)	40
Of people currently residing in prioritized encampment site, how many will be served by this proposal? (#)	40
Potential inflow of people into the prioritized encampment site during the grant term (text)	None
Given the potential for inflow of people into the prioritized encampment site, how many people are projected to be served across the entire grant period? (#)	40
Of people projected to be served across the entire grant period, number of people projected to transition into interim shelters. (#)	22
Of people projected to be served across the entire grant period, number of people projected to transition into permanent housing. *This should include both people who transition directly into permanent housing* ***and*** *people who may first transition into interim shelter. (#)*	30
Is the prioritized encampment site part of a larger encampment area? Y/N	N

Encampment Information

1. Briefly describe the characteristics of the people residing within the prioritized encampment site. The description must include demographics and may include household compositions, disabilities, and projected service and housing needs. (1500 character limit). *If this proposal seeks to serve a particular target population, specify and describe.* 1156

The prioritized encampment consists of about 40 people, made up of 24 single individuals and 8 couples. The City staff conducted a survey of the site in January 2024 and were able to speak to 33 of the people present. The City's Police Department has also regularly visited the site and know the residents by name. Based on the survey and PD reports, the City estimates that about 55% of residents are men and 45% are women. Almost all are Latino/Hispanic and most are bi-lingual in English and Spanish. Only a few are monolingual Spanish speakers. Most are documented though there are estimated to be a few (10 to 20 %) who are undocumented. About 15% of them are employed. About 50% have mental health issues. Only 7 of the residents have pets. The encampment has a mix of people who are from Soledad and from other communities, including Salinas, Greenfield, and Gonzalez. All have indicated they are open to receiving help with services, shelter, and housing. Most would prefer to remain in or near Soledad and the rest would be open to moving elsewhere in south county. A few would be willing to go to Salinas to secure housing (about 30 miles away).

2. Briefly describe physical characteristics of the prioritized encampment site in which the people you are proposing to serve are residing. The description must include the specific location, physical size of the area, the types of structures people are residing in at the site, whether vehicles are present, and any other relevant or notable physical characteristics of the site. 969

The encampment spans over 1.3 miles of both City and County jurisdictions on public and private lands along the Salinas River, which includes areas below a Highway 101 overpass. The encampment consists of elaborate and complex structures made of lumber, tarps, pallets, with stairs, outdoor kitchens, and decks. The City identified at least one dugout bunker covered with a tarp and no supporting infrastructure and a separate 15' cave dug into the riverbank which poses a major health and safety risk to encampment occupants. Encampment occupants built a treehouse to prepare for the possibility of flood. There are three abandoned vehicles at the site, one of which is sunken into the Salinas River and the others being completely stripped of parts. This RURAL encampment has been historically difficult to address due to the complete absence of services in South Monterey County. The proposed Interim Housing location is less than one mile from the encampment site.

3. Why is this particular encampment site being prioritized? Applicant should identify any distinguishing needs and/or vulnerabilities of the people living in this encampment and/or any health, safety, or other concerns that led the applicant to prioritize this site over other encampments. (1000/ character limit). *ERF authorizing legislation requires funding be used for "prioritized" encampments. Applicants must, therefore, provide a justification for the prioritization of the encampment proposed to be served. Except in very small communities where it may be possible to justify prioritizing all of a small number of encampments for resolution using this fund source, ERF is not intended to be used to fund a community-wide encampment resolution program.* 979

This encampment is being prioritized because it is the second largest in the southern area of Monterey County, and because the area is not safe for the residents to live in. It was flooded in January 2023 and continues to be prone to flooding. The Fire Department put out 2 fires there recently, including one

instance where occupants set a stolen vehicle on fire under the CalTrans overpass. Highway 101 is the sole access point from the City to other parts of Monterey County. Damage or destruction of the highway will be detrimental for emergency services and will have severe impacts to the entire S. Monterey County region. The residents are also digging into the river embankment and creating risk of landslide and other damage from erosion. There is also a lot of trash at the site, that residents often burn causing pollution to the river and other health hazards. PD responds to calls from encampment occupants and surrounding community at least once per day.

Attachment: Map.

The provided map should clearly indicate the area of the prioritized encampment. The map may also indicate the location of other key service, shelter, and housing resources described in this proposal.

The provided map should clearly indicate the area of the prioritized encampment. The map may also indicate the location of other key service, shelter, and housing resources described in this proposal.

4. Is the prioritized site on a state right-of-way?

No	Yes – Partially X	Yes - Entirely

PROPOSAL'S OUTCOMES

5. What are the outcomes this proposal seeks to accomplish by the grant close (6/30/2027)? Outcomes should be specific, measurable, attainable, and time-bound (SMART). (1000 character limit) 644

1. Of the 40 estimated encampment residents, 22 (55%) will secure interim housing at the proposed new non-congregate mobile home/trailer interim housing project (12 beds) or using motel vouchers (10 beds) by December 2024.
2. Of the 40 estimated encampment residents, 30 (75%) will secure permanent housing through a combination of medium-term rental assistance and placement into affordable housing units currently being built within the city. Placement into permanent housing will be completed by June 2027.
3. Of the 40 estimated encampment residents, 90% will receive outreach, engagement, and connections to needed services by December 2024.

6. What are the primary activities the applicant will implement to achieve each of the proposal's outcomes? (1000 character limit). 997

1. Interim Housing: The City will acquire 12 mobile homes to create an interim housing facility on a City-owned property near the encampment and will identify a non-profit partner to operate the units to provide housing-focused case management and navigation to the residents. The ERF grant will also create a pool of flexible motel voucher funds to assist some of the residents who are not able to move into to the mobile homes.
2. Permanent Housing/Rapid Rehousing: 15% Encampment residents will receive assistance to move directly into housing and 60% will move to interim housing and then to permanent housing.
3. Outreach/Service Connections: The City's PD and the County's CHE outreach team are already providing outreach and engagement to this site. The proposed ERF project will include funding for 1

FTE outreach worker who will be housed within the PD to engage and provide service connections for the residents. This person will work in partnership with the City's Victims Advocate Unit.

7. How will the applicant measure progress towards the proposal's outcomes? (1000 character limit) 655

Housing and service outcomes will be tracked using HMIS data. Clients will be entered into the Monterey/San Benito County HMIS system by the identified non-profit partner operating the proposed new interim housing and by the City's outreach workers. Monterey County also has a system administrator user license and will receive data exports for purposes of grant tracking and ERF program reporting. APR and CAPER reports will allow for understanding the longitudinal achievements of a person as they progress in a program and the combination of services that ultimately led to their housing outcomes. The PIT will determine if we achieve functional zero.

8. Are there any local ordinances, resources, or other factors that may hinder achieving the proposal's outcomes? If so, how will the applicant navigate these challenges? (1000 character limit) 702

There are no City or County ordinances or other factors that might hinder achieving the proposal's outcomes. The City is very pro-housing and has a number of new rental complexes in the pipeline that have inclusionary affordable units. The City's Police Department approaches homelessness from a services-based, non-enforcement-centric approach. The PD regularly visit the prioritized encampment and knows everyone by name. They have the trust of the residents and have helped in a variety of ways, even though they are not service providers. The primary challenge for this project, as with any project addressing homelessness, will be securing safe and affordable housing for the encampment residents.

9. Does this proposal fund a standalone project, or is the proposed project one component of a larger initiative?

Standalone	Larger Initiative

Centering People

10. Describe how the perspectives of people with lived experience of homelessness meaningfully contributed to the content of this proposal? How will people with lived experience be part of the implementation of this ERF project? If individuals living in the encampment site were included in the development of this proposal, describe how their input was obtained and how that input shaped the proposal. (1000-character limit) 975

Both the City and County are voting members of the Monterey/San Benito Continuum of Care and have adopted CoC's Lead Me Home Plan, which includes a commitment to involving people with lived experience in the design and implementation of the homelessness response system. The Soledad PD, Community Development, CalFire, and Public Works, and the County's outreach team have regularly visited this encampment to talk with the residents to learn what their needs are. In January 2024, a team of city staff (including the City Manager and the Housing Analyst) conducted a survey and talked to 26 of the estimated 40 residents in the encampment. All of them indicated that they would welcome help with securing interim and permanent housing. When asked about the type of shelter they would prefer, most indicated they wanted private, non-congregate settings. Some also indicated they needed help with employment, getting identification, health care, and behavioral health services.

11. Briefly describe how the proposal exemplifies Housing First approaches as defined in Welfare and Institutions Code section 8255. (1000 character limit) 849

The City and County are committed to Housing First Principles as defined by the State of California and by HUD. This project exemplifies Housing First approaches in that all the residents of the encampment are presumed to be "housing ready" and the proposed interim housing will not impose barriers to entry or to ongoing participation. Using ERF resources, the City will employ one FTE outreach worker and will also engage a service provider partner to operate and deliver services at the proposed interim housing. These services will be person-centered and trauma-informed, with a focus on doing whatever it takes to support residents to sustain their housing and not to exit back to homelessness. Encampment residents placed into housing who are Medi-Cal eligible may also receive ECM services through Cal AIM to help them sustain their housing.

12. Describe how each of the following service delivery practices are incorporated into the outreach, interim shelter (if applicable), and permanent housing aspects of the proposed ERF project: (a) individual participant choice and (b) trauma-informed care. (1000-character limit) 791

The City and County are committed to identifying and working with individual staff people and non-profit service provider partners that are experienced in the implementation of evidence-based practices, including individual participant choice and trauma-informed care. Providers must have a commitment to ensuring that encampment residents have a choice in what services they receive, and must utilize trauma-informed care standards, which ensure that clients are not required to participate in treatment services. Progress towards achieving goals will be measured at a pace that is comfortable for each client. Trauma Informed Care practice will engage individuals to acknowledge the role that trauma has played in their choices, self-concept, behavior, development, health, and well-being.

13. Describe how harm reduction principles will be incorporated into the outreach, interim housing (if applicable), and permanent housing aspects of this ERF project. (1000-character limit) 934

The City and County are committed to working in a harm reduction approach to deliver services and housing to encampment residents. The proposed new 12-unit interim housing project will employ harm reduction in resident screening and in ongoing operational policies and procedures. Harm reduction incorporates a spectrum of strategies that includes safer use, managed use, abstinence, meeting people who use drugs "where they are at," and addressing conditions of use along with the use itself. Harm reduction is grounded in justice and human rights. It focuses on positive change and working with people without judgment, coercion, discrimination, or requiring that people stop using drugs as a precondition of support. Participants in the interim housing will not be required to maintain sobriety but are held to a set of behavioral standards that are grounded in considerations for the safety of the participant and other residents.

14. Describe the services that will be provided to improve people's health, dignity, and safety while they continue to reside within the prioritized encampment site. (1000-character limit) 587

While the residents continue to live in the encampment, they will receive regular outreach and service connections from the County's outreach program, City's Police Department, and the Rapid Rehousing agency. Once the ERF grant is executed, the City will hire an additional FTE outreach worker who will be able to focus more dedicated time and expertise in helping encampment residents with their daily needs (hygiene, etc.), connections to the health system, employment, etc. The City is also providing a dumpster so that residents can throw away their trash and will continue to do so.

15. Identify what controls are or will be in place to ensure that all ERF-3-R funded parties will not penalize homelessness. The term "penalize homelessness" means to impose, by a governmental unit, criminal or civil penalties on persons who are homeless in a manner that is related to those persons' engagement in necessary human activities, including sleeping, resting, and eating. (1000 character limit) 416

Monterey County and the City of Soledad do not have any laws in place to penalize homelessness. However, some of this encampment is on privately owned property and the owners may request people get moved sooner, although the landowners have been willing to work with both the City and County thus far. As it relates to this specific encampment, the City has responded to emergency situations (fires, floods, medical emergencies) as would be the case for any location where people are in need of assistance.

16. Describe how this proposal considers sanitation services for people residing in the prioritized encampment. This may include but is not limited to non-intrusive, curb-side waste removal and access to clean and available bathrooms. (1000 character limit) 481.

The encampment currently has a significant volume of trash, so the City is providing a dumpster which is regularly emptied. In 2023, the County worked with the City and the CoC to coordinate a trash and debris clean-up while allowing occupants to remain. The CoC used foundation funding to provide stipends to people with lived experience to clean-up their areas. This method proved to be fairly successful and may be used during the summer months to prepare for the rainy season.

PART 3: IMPLEMENTATION

Core Service Delivery and Housing Strategies

17. Describe the proposed outreach and engagement strategy, case management, and / or service coordination for people while they are continuing to reside within the encampment site. Quantify units of service to be delivered including the ratio of staff to people served, frequency of engagement, and length of service periods. (2000 character limit) 1345

The City of Soledad Police Department is currently the primary provider of outreach to the encampment. They know each of the residents by name and have positive relationships with them. The PD is trained in trauma-informed care. The County's outreach team, operated by CSUMB, also has some

contact with this encampment, though less regularly than the PD. The proposed ERF grant will significantly expand services to these residents, through:

- Addition of 1 FTE City outreach worker housed at the PD who will provide dedicated engagement and service connections at the encampment.
- Addition of 1.0 FTE Housing Navigator who will be connected to the proposed 12 unit interim housing project but will also support encampment residents who do not move to the interim housing and need help identifying a permanent housing pathway while living unsheltered.
- 4 Service Coordinators and a part-time peer support person will staff the 12 unit interim housing project.
- The interim housing will be operated by a service provider partner to be identified by the City of Soledad. The County will work with the City to help this provider become an ECM provider (if they are not already), which will allow them to leverage CalAIM resources.

City Community Development staff will serve as a liaison to the Housing Navigators and the housing pipeline/landlords.

18. Describe the role of Coordinated Entry in the context of this proposal and how Coordinated Entry policies or processes will support and / or hinder the implementation of this proposal. (1000 character limit). 773

Coordinated Entry is one of the tools the outreach workers, housing navigator, and interim housing services staff will utilize to connect encampment residents to housing. Participants in the ERF project will be entered into the Monterey County Coordinated Entry System. The CE system generally tend to have large backlogs of people waiting for a housing match and many are not prioritized due to their assessed level of vulnerability. The City and County is projecting only a small number of encampment residents will secure housing through CE. Another barrier to using CE is distance. The Soledad encampment is 27 miles away from the nearest site-based PSH project (in Salinas) and many residents in south county do not wish to re-locate to the central part of the county. If Homekey in King City gets resolved, that could be a potential placement for Soledad residents.

19. Describe each of the specific (a) interim housing and (b) permanent housing opportunities that will be used to achieve the proposed outcomes of this ERF project. Demonstrate that any ERF-3-R funded interim housing capacity is either non-congregate or clinically enhanced congregate shelter. (2000-character limit) 1011

- Interim Housing – The City of Soledad will acquire 12 mobile homes/trailers to create a new interim housing facility on a City-owned property near the encampment and will identify a non-profit partner to operate the units and provide housing-focused case management and housing navigation to the residents. The ERF grant will also create a pool of flexible motel voucher funds that the City may use to assist some of the encampment residents during emergencies, inclement weather, or when units at the interim housing site are unavailable. All these interim housing options are non-congregate.
- Permanent Housing – 15% of encampment residents will receive assistance to move directly from being unsheltered into housing and 60% will move to interim housing and then to permanent housing. This will include placement into new affordable housing units coming

online. Some residents will need rental subsidies to afford these units, while others might need rental assistance to secure units in market rate units.

20. Demonstrate the applicant's commitment and ability to deliver permanent housing solutions to the people residing in the prioritized encampment, including by providing examples of prior successful efforts to permanently house similarly situated individuals. (2000-character limit) 1602

Monterey County has partnered with the City of Salinas on a number of similar projects. These have involved extensive outreach and engagement with encampment residents, support to help residents transition to temporary housing in Project Roomkey motels, and then transition to Project Homekey permanent housing. About 50% of those served have moved into permanent housing. Monterey County is also currently partnering with Santa Cruz County and the City of Watsonville to implement an ERF-2 project to create new modular non-congregate shelter and pathways to permanent housing for residents of a large encampment in Pajaro, a small community on the border between Monterey and Santa Cruz that was devasted in a March 2023 flooding event that displaced the encampment residents before the grant funds were even awarded. The County stood up an emergency response, engaged our partners, and located temporary housing for 600 residents of the town of Pajaro, in addition to providing services and support to the encampment residents who continue to be displaced and are awaiting the opening of the facility in Watsonville. The County coordinated outreach efforts during the disaster with the local Continuum of Care, including homeless shelters, non-profit developers, rapid re-housing agencies, and the Housing Authority. 30 households obtained Emergency Housing Vouchers among other vouchers they were eligible for. The County of Monterey's Board of Supervisors has adopted the Lead Me Home 5 Year Plan to Reduce Homelessness by 50% - demonstrating their commitment to address unsheltered homelessness.

21. Describe how this proposal is tailored to meet the needs and preferences of people residing within the prioritized encampment. (1500 character limit) *Where applicable, identify the people, data, evidence, and / or other sources of information that was relied upon for this proposal.* 1256

The City of Soledad PD and other City staff, as well as countywide outreach teams, have conducted extensive outreach with encampment residents to gain their trust by authentically listening and meeting people where they are. During these visits, staff have asked residents what they need and want in the next step in their lives. Virtually all the residents indicated they would like to move forward with housing, especially if it affords them some privacy and they are able to bring their partners, pets, and belongings. Some occupants have mentioned their ability to reunite with family members. The proposed ERF project will meet this need by offering 12 units of new non-congregate interim housing in mobile homes/trailers and also motel vouchers. Residents will also be assisted to identify housing solutions, either directly from the encampment or while they are in the interim housing.

Throughout the project, participants will be afforded many opportunities to voice their concerns and make recommendations for improvement. The City's selected operator/service provider for the interim housing will be expected to offer frequent opportunities for feedback to further engender engagement with program participants. Participants will be able to offer input through case management sessions, satisfaction surveys, and exit interviews.

Table 1: Projected Living Situations Immediately Following the Encampment

For people served who exit the encampment, what are the projected Living Situations Immediately Following the Encampment, including but not limited to, permanent housing, interim sheltering, and unsheltered?

Please provide responses in the table below. Add a row for each projected living situation. (250-character limit for each cell).

Briefly Describe Each Projected Living Situation Immediately Following the Encampment	Is This Permanent Housing? Y/N	Quantify The Capacity (e.g., number of beds/units, frequency of bed/unit availability)	Prioritized or Set-Aside for ERF-3-R? *(Pri/Set Aside/Neither)*	Is this living situation funded by ERF-3-R and / or Leveraged Funds? (ERF/Lev/Both)	% of Served Persons Projected to Fall Within This Living Situation (%)
New 12 unit non-congregate IH project.	N	12 beds	Set Aside	ERF	40% (16/40)
Motel vouchers	N	10 beds	Set aside	ERF	25% (10/40)
Directly to housing	Y	10	Neither	Both	25% (10/40)
Other unsheltered locations	N	4	Neither		10% (4/40)

Table 2: Permanent Housing Opportunities

A permanent housing opportunity is a combination of project and/or service provided to an individual with the goal of helping the individual obtain permanent housing. Of course, applicants cannot and do not need to provide every possible scenario; Cal ICH is looking to understand the primary, expected permanent housing opportunities for people projected to be served by this proposal.

Please provide responses in the table below. Add a row for each projected pathway. (250-character limit for each cell).

Describe the Permanent Housing Opportunity	Prioritized or Set-Aside for ERF 3-R?	Quantify the Capacity of the Housing and Service Opportunity	Is this Housing Opportunity funded by ERF-3-R and / or Leveraged Funds? (ERF/Lev/Both)
Emergency Housing Vouchers	Prioritized	5 Units	Leveraged
Rapid Re-Housing (Market Rate Housing)	Set-Aside	20 Units	ERF

22. Describe strategies the applicant will use to ensure that people are not displaced from the prioritized encampment into another unsheltered location. Include strategies that are in addition to/complement the interim shelter and permanent housing opportunities that are part of this proposal. (1000-character limit) 602

Ensuring people in the prioritized encampment do not move to another unsheltered location in the city of Soledad or elsewhere in south county will be challenging. However, the City and County does not intend to force anyone to move and will instead rely on outreach and engagement to build rapport with residents and support them to move directly to interim and permanent housing. The City's goal is that everyone will remain in the current location and receive support from outreach workers and housing navigators until they are able to avail themselves of either interim housing or permanent housing.

23. Describe specific strategies and/or services the applicant will use to prevent returns to unsheltered homelessness among people from the prioritized encampment who are sheltered and housed through this ERF project. Include whether these strategies will be funded with ERF-3-R funds and, if not, what other resources will be leveraged. (1000-character limit) 738

The City intends to select a provider partner to operate the new interim housing project that is experienced in delivering person-centered and trauma-informed services to help participants sustain their housing and avoid exits back to homelessness. Participants will be encouraged to develop individualized Housing Stability Plans and support access to health, behavioral health, employment or other services they need for ongoing stability. Once participants have moved to permanent housing, either the City's outreach workers or interim housing provider will ensure they are connected to the support they need to sustain housing. Those who are Medi-Cal eligible will be able to receive ECM services to support housing stability.

24. Describe how this proposal considers and plans for the dynamic nature of encampments including potential inflow of people into the geographically served areas. (1000 character limit) 300

The City is not anticipating that there will be any significant further inflow into this site once the ERF project launches. The City will provide City IDs to identify which occupants are to be served from this project. If any new residents take up occupancy, the City will endeavor to extend outreach services to help connect them to needed services and identify alternative places they can go. If no other places are identified, and if capacity permits, new occupants may be enrolled for services through the duration of the ERF program.

25. Describe how participants in this ERF project will be supported with continued access to and / or the storage of their personal property. (1000 character limit) 640

The County will work with the City to provide POD storage onsite at the interim housing location to reduce barriers to entry. The storage will be locked to protect the belongings of individuals and will be made accessible by the identified service provider. This particular encampment has excessive amounts of trash and debris and City outreach workers will compassionately work with the occupants to determine what occupants would like to dispose of and what they deem necessary to keep. Personal storage containers may be offered to encampment occupants to safely transition their items to their new interim or permanent housing location.

26. Describe how participants in this ERF project who have service animals and/or pets will be supported while in the encampment, in interim shelter (if applicable), and in permanent housing. (1000 character limit) 637

The most recent survey of encampment residents found that only 7 of the 40 residents have pets and only 5 of these are large dogs. This means that pets will not be a barrier for the vast majority of residents. The interim housing project will allow for pets of all sizes, assuming the pets aren't aggressive. The ERF project includes funding for pet care, which includes food, flea remediation, and other pet-specific services. For the few that have large dogs, the strategy will be to help them secure permanent housing in pet-friendly buildings directly from the encampment, rather than trying to bring their dogs into interim housing. The County will work with clinicians to determine if pets could be certified as therapeutic pets where appropriate.

Budget and Resource Plan

27. State the total amount of ERF-3-R funds requested. $4,550,258.16

28. State the estimated dollar value of secured non-ERF-3-R resources that will help meet this proposal's outcomes. $1,171,185.75

29. Identify and describe each leveraged non-ERF-3-R resource and how that specific resource will be used to help meet the proposal's outcomes, including the permanent housing outcomes. (1000-character limit)

This proposal leverages more than $1.1 million in resources, including:

- $ 222,561 cost savings for administrative personnel costs, to be paid for by City of Soledad and County of Monterey.
- $ 270,000 costs savings from the use of City-owned property for the proposed 12-unit non-congregate IH project.
- $ 330,000 CalAIM Medium Term Rental Assistant
- $ 335,400 Homeless Set-Aside Vouchers

*Applicants are directed to provide a detailed description of other fund sources, and system capacity, that will be leveraged to achieve the outcomes proposed for the ERF-3-R funded project (**especially as it relates to meeting this proposal's permanent housing outcomes**) and, if applicable, to sustain the new programming beyond the end of the grant term.*

This includes prior ERF awards, HUD unsheltered NOFO, and other federal, state, and local funding sources.

Applications will be evaluated with the understanding that communities vary significantly with respect to the current availability of other fund sources that can be used as leverage for their proposed projects and to sustain the projects beyond the grant term.

In the absence of currently available resources, Applicants are encouraged to provide a specific plan for obtaining the funding necessary to sustain their project beyond the grant term if the project is intended to continue.

30. Describe how the proposal is a prudent and effective use of requested funding relative to the number of people it seeks to serve, the types of services and housing to be provided, and any benefits to the community's efforts to address homelessness that will extend beyond the grant term, including ongoing expansion of interim and permanent housing capacity. Include an explanation of how the requested ERF-3-R amount was determined. (1000- character limit). 947

This proposal is highly cost effective in that the total ERF request is only $4,550,258 for 40 encampment residents [$113,756/person]. As a result of this investment, the State of California will be supporting the resolution of the only large encampment in the City of Soledad (currently the largest in South Monterey County) and assist most of the residents to secure interim and/or permanent housing. The requested funds will also create an expansion of non-congregate interim housing in the community that may extend beyond the grant term. There are no other options for people experiencing homelessness in Soledad, and the ERF will build a full-service continuum. Additionally, the City will save money due to the extensive service calls that require PD and Fire to respond on daily basis.

The ERF 3 budget was determined by costing out each individual line item (see budget notes) and identifying leveraged funding sources wherever possible.

Attachment: Standardized Budget

Applicants must use the ERF-3-R Budget Template available on box.com

Key Entities and Staff

31. First, describe the implementing organization and specific unit or office within the implementing organization that would administer ERF-3-R. Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500 character limit) 807

The implementing organization for this grant is the Monterey County Homeless Services Unit, within the County Administrative Office, Office of Legislative and Intergovernmental Affairs. This is a relatively new unit created in 2022 to coordinate work to reduce homelessness that is spread across several departments, including Social Services, Health, and Housing and Community Development. All of these Departments have experience managing complex homelessness projects including Project Roomkey, SHARE Center (Navigation Center), HDAP, Family Stabilization Program, and the Housing Support Program. For this ERF project, Monterey County's role will be to receive and administer the funding from Cal-ICH, prepare required reports, and serve as the overall coordinator of the work of the different partners.

Table 3: Key Staff

Identify all staff positions (e.g. administrative, programmatic, development etc.) which are integral to this ERF project and to achieving the proposal's outcomes. For each position include the title, whether the position is filled or vacant, the approximate fulltime equivalent (FTE) of the position dedicated to the ERF project, whether the position is funded through ERF-3-R and/or Leveraged (i.e.non-ER-3-R) funds, and a brief description of the duties. Please provide responses in Table 3 below.

Title	Currently Filled Position (Y/N)	FTE of Staffing for This Proposal (#FTE)	Funded by ERF-3-R and / or Leveraged Funds? (ERF/Lev/Both)	Brief Description of Duties
County Homeless Services Director	**Y**	**.10**	**Lev**	**L*ead Project Manager***
Homeless Services Management Analyst	**Y**	**.20**	**Lev**	***Contract Management and grant administration***
Chief of Police	Y	.20	Leverage	Oversee Outreach and Encampment Engagement; Serve as Liaison to Businesses; Support Safety in Interim Housing
City Manager	Y	.05	Leverage	Oversee ERF Implementation Support of all City Departments and Support of Interim Housing
Housing Analyst	Y	.15	Leverage	Coordinate Housing Pipeline and Assist Housing Navigator; Assist County in Monitoring Outcomes
Code Enforcement/Animal Control	Y	.10	Leverage	Coordinate Encampment Clean Up Efforts and Animal Services; Assist

				with Emergency Services and Basic Needs Assistance
Victims Advocate	Y	.15	Leverage	Assist Street Outreach Worker with Case Management and Secure Additional Resources for Encampment Residents
Battalion Chief	Y	.05	Leverage	Oversee the Provision of Emergency and EMT Services; Conduct Emergency Training to Keep Encampment Residents Safe

32. First, describe key partners that will be responsible for implementing this ERF project and achieving the proposal's outcomes (e.g. service providers, public agencies, development entities etc.). Then, describe their role and primary responsibilities for this proposal. Finally, if these entities have managed a complex homelessness project or grant, describe how those experiences informed this proposal. (1500-character limit) 1029

The key partners for this project are:

- City of Soledad: The City's Community and Economic Development Department (CED) (housing, permitting, planning), will coordinate the development of the 12-unit non-congregate interim housing project and procurement of an operator/service provider. The City will also hire, train and supervise 1 FTE outreach worker who will expand the services currently provided by the Police Department. The CED has strong experience in oversight of development projects and operates a number of different housing programs and housing development projects to address community needs. The City works with residents, developers, stakeholders, and non-profit organizations to preserve affordable and accessible rental and ownership housing opportunities for diverse income levels to help boost economic activity in the community.
- Non-profit operator and service provider for non-congregate interim housing: The City will identify an experienced service provider to operate the new interim housing project.

33. Describe specific examples of how Local Jurisdiction(s) and the CoC have collaborated on the design and implementation of this proposal. (1000 character limit) 857

The City of Soledad and County of Monterey have held regular coordination meetings with the Coalition of Homeless Services Providers (the CoC lead agency), countywide outreach teams and other direct service providers that understand the needs of the population intended to be served by this project and

develop strategies to assist them. These high-level meetings provided the space and opportunity to foresee and overcome complications that may arise as the ERF project application develops. To develop this application, the City and County have been holding strategy meetings/brainstorming sessions since the fall of 2023. Monterey County also participated in the CoC's development of the local Emergency Shelter Standards, which will be incorporated into the City's contract with the selected operator/provider for the new non-congregate interim housing.

Applicants may upload evidence of cross-jurisdictional collaboration such as MOUs, letters of support, or interagency agreements etc. in the field immediately below.

Optional Upload: Evidence of Cross-Jurisdictional Collaboration

34. Identify any entities that have a right to and/or control of the property upon which the encampment site resides. Describe how applicant has engaged with these entities and confirm that each of these entities has committed to allowing the implementation of this proposal. (1000-character limit) 641

This encampment spans over private and public lands in the jurisdictions of the City of Soledad and the County of Monterey. Each year, the County partners with the City and private property owners to coordinate trash and debris clean-ups while allowing people to remain in the encampment. Private property owners have historically provided Right-of-Entry forms to allow for government officials and non-profits to provide trash and debris removal. Both jurisdictions will follow this process to ensure all occupants are offered the opportunity to participate in this program, while maintaining meaningful relationships with property owners.

Accelerated Timeline

35. How is your community currently supporting and / or engaging with people residing within the prioritized encampment? (1000 character limit) 799

As previously noted, there is ongoing outreach and engagement, as well as crisis response, taking place at the prioritized encampment. The City is also providing a dumpster and regular trash removal and coordinates annual trash and debris clean-ups with the County.

The County hosted a community engagement session per HHAP requirements in the City of Soledad, and many people experiencing homelessness attended. Through this engagement, occupants voiced their desire for more services and pathways to permanent housing. Many people were severely impacted by the January storms (Federally Declared Disaster #4683) and lost all of their belongings due to the rise of the Salinas River. The County deployed the CHE outreach team to engage with encampment occupants and register them for FEMA benefits.

36. If this proposal is selected, in advance of receiving funding, what steps will your community take to support the people living in the encampment and swift implementation of this proposal? (1000 character limit) 472

If this proposal is funded, all of the above-mentioned activities will continue. The City of Soledad will move swiftly to begin hiring the one (1) FTE outreach workers, which will allow for stepped-up engagement as well as housing and service connections. The City will also move to procure a provider/operator for the proposed new interim housing; this contract will include a Housing Navigator that can work with residents while they are still living in the encampment.

Table 4: Projected Timeline

Cal ICH should be able to use the project timeline to understand the general parameters of the project and how it will be implemented.

This Standardized Project Timeline Template will not perfectly capture every nuance - that's Ok. However, applicants are strongly encouraged to provide incremental milestones for achieving the interim shelter and permanent housing goals set out in the proposal. For projects that include interim shelter and/or permanent housing development, the timeline should include major development milestones.

Where there is ambiguity, conflict, or silence, use your judgment.

Date	Milestone	Category	Additional Detail for Milestone
April 2024	ERF award announced		
June 2024	Begin soliciting bids for the non-congregate housing units (mobile homes		
June 2024	Begin process to select interim housing operator/provider; begin hiring for City outreach workers.		
July 2024	ERF disbursement begins		
August 2024	Award non-congregate housing contracts (for unit development and operator); outreach workers hired		
August 2024	Begin IH site development; outreach workers begin working with encampment residents		
November 2024	Non congregate IH is ready for occupancy		

December 2025	All encampment residents have moved to either IH or PH		

Table 5: Projected Milestones

Answer the following questions in relationship to January 31, 2024. Cal ICH assumes disbursement will occur approximately 3-6 months after January 31, 2024.

Please provide responses in the table below including the month and year. (15-character limit for each cell)

Outreach to the people residing in the prioritized encampment site began / will begin in January 2023	This proposal will reach full operating capacity in December 2025	The first planned exit of a person or household from the prioritized encampment will occur in November 2024	The last planned exit of a person or household from the prioritized encampment will occur in December 2025

CERTIFICATION

Before certifying, applicants are strongly encouraged to review the NOFA.

I certify that all information included in this Application is true and accurate to the best of my knowledge.

Name*	Roxanne Wilson
Title	Homeless Services Director
Email	wilsonr@co.monterey.ca.us

*This does not have to be an authorized representative or signatory

990 Los Coches Rd

City Owned Property

APN: 022-291-010-000 Parcel
Size-Acres: 6.94

Attachment C

Legend

- Property of City of Soledad
- Property Line

Community and Economic Development Department

August 21, 2024

Encampment Resolution Funding Round 3 (ERF-3)

Background

The ERF Program increases collaboration between the CAL-ICH, local jurisdictions, and CoC's to accomplish the following:

- safety and wellness people in encampments
- transition individuals into safe and stable housing
- Encourage a data-informed, coordinated approach

Jan. 17th

- City Council authorized City staff to partner with the County of Monterey to submit and application

Jan. 31st

- The County Administrative Office Homeless Services Program (CAOHS) submitted an ERF-3 application

Apr. 18th

- CAOHS is awarded $4.7 million
- **The City will receive up to $2.5 million**

Partnerships and Shared Responsibilities

City

- Interim Shelter Construction Management
- Hire a Homeless Service Coordinator
- Establish Motel Voucher Program

County of Monterey (CAOHS)

- Grant Management
- Subrecipient Agreements
- Services Provider Selection

Operator

- Case Management
- Client Intake
- Housing Financial Assistance
- Interim Shelter Operations
- Outreach and Referrals

Term of Funds and Allowable Activities

Term:

July 1, 2024 – June 30, 2027

Allowable Activities:

Staffing & Admin Cost

Housing Unit & Construction Cost

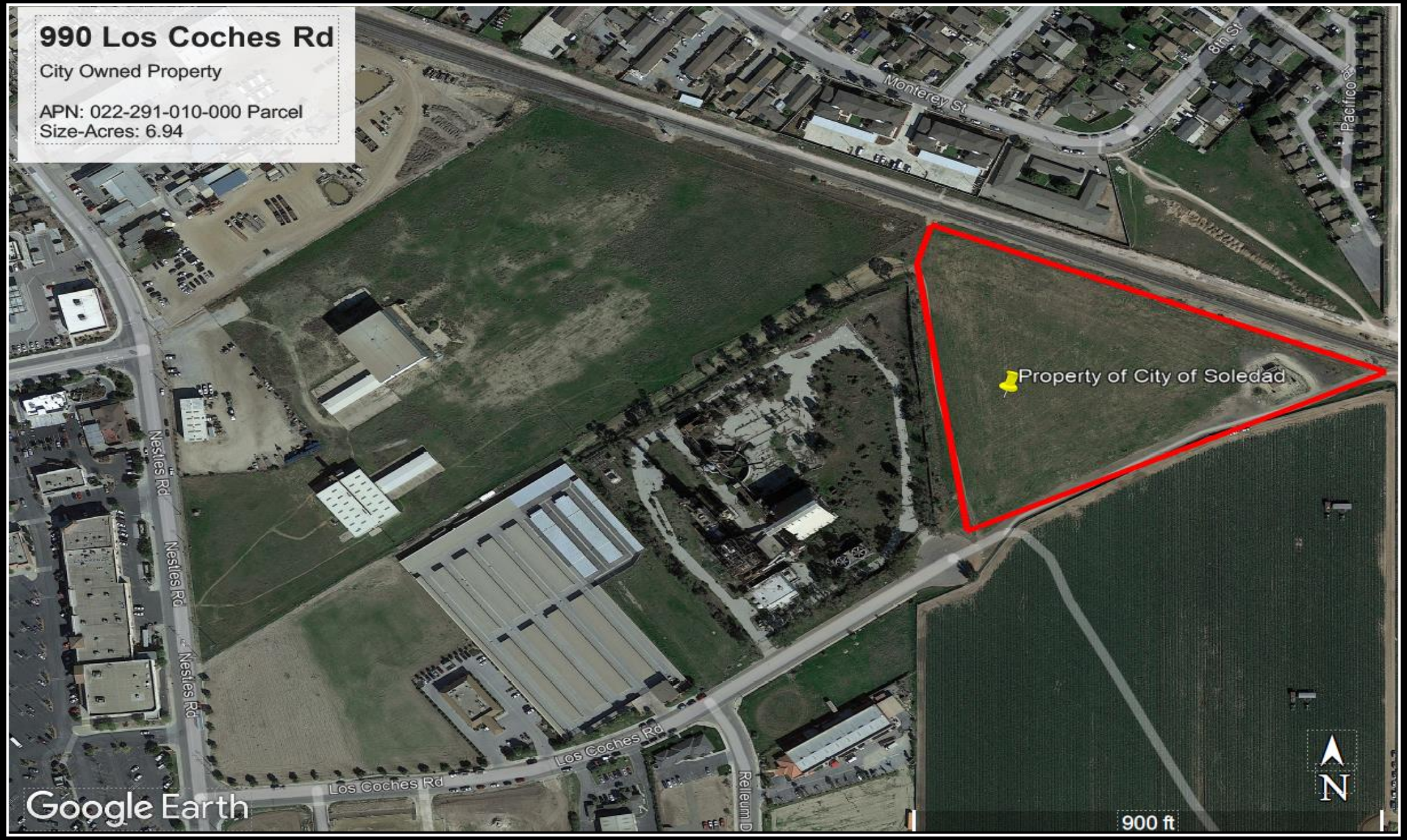
Operator

Rental Assistance

Motel Vouchers

Budget Overview

ITEM	ALLOCATION
Motel Vouchers Program	$199,500
Site Development	$250,000
Interim Shelter Construction	$1,155,000
Homeless Services Coordinator	$203,016
Interim Shelter Amenities & Furniture	$100,000
Professional Services	$2,000
Transportation & Food	$126,240
Consumables/Supplies	$12,000
Contingencies	$163,550
Total	**$2,211,306**



Interim Shelter Overview

Budget Overview

- 12 bedrooms
- 1 office space
- Shared bathrooms and showers
- Shared Kitchenet

Financial Consideration

ERF-3 will provide additional funds to support 3 years of:

- Homeless services personnel costs
- An interim shelter
- Motel voucher Program
- Outreach efforts

Alternatives

- Adopt the Resolution as presented to facilitate implementation of this program
- Defer adoption of the required resolution pending additional information. This is not recommended as it will delay hiring of key staff and program implementation.

CEQA

- Not a Project. The City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Recommendation

Motion to approve a Resolution 6147:

1. Approving the execution of the Subrecipient Agreements with the County of Monterey for the Encampment Resolution Funding Program - Round 3 (ERF-3) in an amount not to exceed $2,500,000; an
2. Authorizing the City Manager and City Attorney to finalize the terms of the Agreements and directing the City Manager to execute the Agreements and related documents necessary to implement the grant program on behalf of the City of Soledad upon the approval of the Monterey County Board of Supervisors; and
3. Establishing an ERF-3 appropriation fund of up to $2,500,000 and amending the FY 24/25 Budget for related expenditures to implement the grant program; and
4. Approving the job classification of the Homeless Services Coordinator and associated job description and establishing the salary range as $35.07 - $41.83/hour.

Comments and Questions

AGENDA ITEM NO. 2.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6146, A Resolution of the City Council of the City of Soledad Providing for the appointment of Nominated City Officers as if Elected at the November 5, 2024 City of Soledad General Municipal Election**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Mike Rodriquez, City Attorney**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council consider and adopt Resolution No. 6146, "Providing for the Appointment of Nominated City Officers as if Elected at the November 5, 2024 Election and Cancelling the November 5, 2024 City of Soledad General Municipal Election."

Executive Summary

On June 19, 2024, the City Council adopted a resolution calling for a General Municipal Election in Soledad at which the Mayor's seat and two newly created district council seats are open. The deadline for the submission of nomination papers for the open positions closed on August 9, 2024, and the City Clerk has determined there are not more candidates than offices to be filled by election, one for each position. Pursuant to California Elections Code Section 10229, under such circumstances the Council has the option to either appoint the nominated candidates to their respective positions and cancel the election or to move forward with the election as previously called. By cancelling the election, the Council will save approximately $77,000.

Background

At the close of the nomination period for the previously called November 5, 2024 General Municipal Election in Soledad, only one individual had submitted nomination papers for the open Mayor's seat and only one individual had filed nomination papers for each of the open seats in Districts 3 and 4. Pursuant to California Elections Code Section 10229, if at the close of the nomination period for a municipal election there are not more candidates than offices to be filled by election, a City Council has the following options:

1. Appoint to the office the person who has been nominated; or
2. Appoint to the office any eligible elector if no one has been nominated; or

3. Hold the election if either no one or only one person has been nominated.

As such, the Council may choose to take action by pursuing Option 1 or 3.

The window of opportunity to exercise its right to choose one of the aforesaid options is quite limited and must be taken by no later than tomorrow, August 22, 2024. (The City also has publishing requirements if the Council wishes to utilize Section 10229 which further constrain the time in which the Council has to act.) If the Council fails to act on or before August 22, 2024, the election will go forward as previously set by resolution.

Review & Analysis

Staff is recommending that the City Council choose Option 1, as referenced above, and appoint the three persons that have been nominated for the three open positions on the Council, namely:

Mayor	Incumbent Anna M. Velazquez	2 year term
District 3 Council Seat	Benjamin Caldera Garcia	4 year term
District 4 Council Seat	Evarista Banuelos	4 year term

The City will save an estimated seventy-seven thousand ($77,000) by appointing the positions and foregoing the local municipal election. The persons appointed in this manner will take office in December and serve exactly as if they had been elected at the November 5, 2024 election. Voters in the City will still have the opportunity to vote on any other county, state and nationwide issues that will be appearing on the ballot at the General Election on November 5.

Financial Considerations

As noted above, by appointing the nominated officers the City will save the cost of the previously called consolidated general election, estimated to be seventy-seven thousand dollars ($77,000).

Alternatives

- Council may adopt Resolution No. 6146.
- The Council can choose to move forward with the election. The Council does not need to take any action if this is its preference as failure to cancel the election by August 22, 2024 will result in the local general municipal election being held in Soledad.

Planning/CEQA

The adoption of Resolution No. 6146 is exempt from the California Environmental Quality Act, based on 14 California Code of Regulations Section 15061(b)(3), since it can be seen with certainty that proposed election appointment and cancellation process will not result in a significant effect on the environment.

Public Notice Requirements

None.

Attachment(s):
Resolution No. 6146

RESOLUTION NO. 6146

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD PROVIDING FOR THE APPOINTMENT OF NOMINATED CITY OFFICERS AS IF ELECTED AT THE NOVEMBER 5, 2024 ELECTION AND CANCELLING THE NOVEMBER 5, 2024 CITY OF SOLEDAD GENERAL MUNICIPAL ELECTION

WHEREAS, as of the close of the nomination period of August 9, 2024, there are not more candidates than offices to be elected at the Soledad November 5, 2024, General Municipal Election; and

WHEREAS, under such circumstances, Section 10229 of the California Elections Code allows one of the following courses of action to be taken by the City Council:

1. Appoint to the office the person who has been nominated; or
2. Appoint to the office any eligible elector if no one has been nominated; or
3. Hold the election if either no one or only one person has been nominated; and

WHEREAS, only one incumbent was nominated for the Mayor's position and only one individual was nominated for each of the newly created council positions in Districts 3 and 4 to be filled at the November 5, 2024 General Municipal Election, and therefore, the City Council may take action pursuant to either Option 1 or 3 above; and

WHEREAS, there are no other City offices to be filled at the November 5, 2024 election, and no City measure has qualified to be submitted to the voters at said election; and

WHEREAS, on August 16, 2024, the City Clerk published the notice required by Elections Code Section 10299 and delivered to the City Council the certificate required by the same section, which is attached as Exhibit A and hereby incorporated by reference as though set forth in full; and

WHEREAS, the City Council has determined that by appointing the officers as permitted by Elections Code Section 10229, the City will save the cost of the General Municipal Election, estimated at a cost of $77,000.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad as follows:

Section 1. Pursuant to Section 10229 of the Elections Code, the following persons are hereby appointed to the office to which they were nominated:

NAME	OFFICE	TERM
Incumbent Anna M. Velazquez	Mayor	2024-2026
Benjamin Caldera Garcia	District 3 Council	2024-2028
Evarista Banuelos	District 4 Council	2024-2028

Section 2. Pursuant to Elections Code Section 10229, the persons appointed by Section 1 of this Resolution shall qualify and take office and serve exactly as if elected at the November 5, 2024 Municipal Election, with terms commencing in December 2024.

Section 3. That the November 5, 2024, General Municipal Election is cancelled.

Section 4. That the City Clerk shall certify the passage and adoption of this Resolution and shall transmit a certified copy to the Monterey County Elections Department and the Board of Supervisors of Monterey County.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting on the 21st day of August 2024, by the following vote:

AYES: and in favor thereof, Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

ABSTAIN: Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

I, the undersigned City Clerk, hereby certify that the foregoing resolution was duly and regularly adopted and passed by the City Council of the City of Soledad, California, at a Regular Meeting thereof held on the 21st day of August, 2024, by the above-stated vote of the members thereof, a majority being present.

_____ Dated: August __, 2024
MEGAN HUNTER, City Clerk

AGENDA ITEM NO. 3.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6145, a Resolution of the City Council of the City of Soledad Approving a Contract for Construction Services with Monterey Peninsula Engineering in the Amount of $858,343 Plus 10% Contingency ($85,834) for a Total Not to Exceed Amount of $944,177 for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project Phase 2 and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Don Wilcox, Public Works Director, Alex Ramos, Assistant Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad Consider and Adopt Resolution No. 6145, "Approving a Contract for Construction Services with Monterey Peninsula Engineering in the Amount of $858,343 Plus 10% ($85,834) for a total not to exceed the amount of $944,177 for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project Phase 2 and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad".

Executive Summary

The City received funding through a State earmark from Senator Caballero for $2 million to purchase a new fire engine with a ladder attachment Unfortunately, the existing fire station bay is too small for this new apparatus, requiring the construction of a new apparatus bay to house and protect the ladder truck. The majority of the funding for the project is coming from the City's American Rescue Plan Act allocation, which requires an expedited development timeline. As a result, the project was bid out in two phases: Phase 1 - the pre-fabricated apparatus bay and foundation; and Phase 2 – site improvements and utility connections necessary for the siting of the new apparatus bay. Phase 1 is already under contract. On July 3, 2024, the site work was formally advertised for bids and the City received three (3) bids, with the lowest bid received from MPE in the amount of $858,343. MPE also happens to be the contractor for Phase 1. Upon review, Staff determined that MPE's bid is the lowest responsive and responsible bid.

Background

The City received funding through a State of California earmark from Senator Caballero for $2 million

to purchase a new fire engine with a ladder attachment. Subsequently, on January 11, 2023, Soledad City Council authorized the purchase of a 2023 Sparta/Smeal 105-foot Quint Aerial Apparatus (Ladder Truck). Unfortunately, the existing fire station bay is too small for this new apparatus, requiring the construction of a new apparatus bay to house and protect the ladder truck. As a result, City Council authorized Staff to initiate design work for the new apparatus bay.

Design of the Soledad Fire Department Aerial Apparatus Bay Project was completed in two phases: Phase 1 – the pre-fabricated building and foundation; and Phase 2 - site improvements and utility connections necessary for the siting of the new apparatus bay.

On May 15, 2024, Council approved a contract for construction services with MPE in the amount of $359,000 plus 5% Contingency for a total amount not to exceed $376,950 for Phase 1 of this project.

Review & Analysis

Staff prepared and advertised through PlanetBids a formal Request for Bids (RFB) from qualified individuals or firms for the Soledad Fire Department Aerial Apparatus Bay Project Phase 2 (Site Work at the Soledad Fire Station). This RFB was formally advertised on July 3, 2024, on PlanetBids and advertised in local newspapers on July 10 and 17, 2024, with a bid due date of August 8, 2024. The City received three (3) bids, as shown in the table below:

Name of Bidder	Bid Amount
Monterey Peninsula Engineering	$858,343.00
Dilbeck & Sons, Inc.	$945,909.00
David Construction & Management, Inc.	$991,425.04

Staff reviewed the proposal and determined that MPE was the lowest responsive and responsible bidder. The amount came within the range of the Architect's Estimate, considering the additional scope of work added to this project. Therefore, Staff recommends approval of a contract with MPE for construction services for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project Phase 2. The City's standard contract form will be used.

Financial Considerations

On April 3, 2024, the City Council approved the allocation of $900,000 from the American Rescue Plan Act (ARPA) funds for the Soledad Fire Department Aerial Apparatus Bay Project. This funding must be spent or under contract by December 31, 2024. In addition to the ARPA Funding, the City received $2,000,000 from Senator Caballero's office for the purchase of the Ladder Truck and necessary improvements. After the purchase of the Ladder Truck there are $228,156 remaining for the Apparatus Bay Project. The cost of the building, which was approved by the City Council on May 15, 2024, is $376,950. The additional site improvements of $944,777 bring the Apparatus Bay Project total cost to $1,321,727, of which $900,000 has been allocated from ARPA, leaving $421,727. The remaining $421,727 will be funded by the remainder of the $2,000,000 grant award from Senator Caballero and additional interest earnings in the ARPA Fund.

Alternatives

- Approve the resolution as presented; or
- Reject the proposed resolution, which is not recommended as necessary changes are critical to ensure safe ingress/egress of the ladder truck.

Planning/CEQA

The Soledad Fire Department Aerial Apparatus Bay Project, which involves the installation of a metal prefabricated building next to an existing fire station, is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) under Guidelines Section 15332 – Infill (Class 32). This Project is exempt because it meets the following conditions: (a) The project is consistent with the applicable general plan designation and all applicable general plan policies and zoning designation and regulations. (b) The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses. (c) The project site has no value as a habitat for endangered, rare, or threatened species. (d) Approval of the project would not result in any significant effects relating to traffic, noise, air, or water quality. (e) All required utilities and public services can adequately serve the site.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6145
Exhibit A - MPE Bid Proposal

RESOLUTION NO. 6145

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH MONTEREY PENINSULA ENGINEERING IN THE AMOUNT OF $858,343 PLUS 10% CONTINGENCY ($85,834) FOR A TOTAL NOT TO EXCEED AMOUNT OF $944,177 FOR THE SOLEDAD FIRE DEPARTMENT (CALFIRE) AERIAL APPARATUS BAY PROJECT PHASE 2 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the City received funding through a State of California earmark from Senator Caballero for $2 million for the purchase of a new fire engine with a ladder attachment (aerial apparatus); and

WHEREAS, on January 11, 2023, the City Council approved the purchase of this ladder truck with an 18-to-24-month delivery time; and

WHEREAS, the existing engine bay in the City's 1950s fire station is too small to accommodate the larger, modern ladder truck, necessitating the expedited development of a new apparatus bay to safely house this truck; and

WHEREAS, due to the use of the City's American Rescue Plan Act allocation, which requires an expedited development timeline, and long lead time for the delivery of the pre-fabricated building, the Aerial Apparatus Bay Project was bid out in two phases: Phase 1 – for the pre-fabricated building (apparatus bay) and foundation and Phase 2 – for the site improvements necessary to locate and provide access and utility connections to the new apparatus bay; and

WHEREAS, on May 15, 2024, City Council approved a contract with Monterey Peninsula Engineering (MPE) for Phase 1 of the Soledad Fire Department Aerial Apparatus Bay Project in a total amount not to exceed $376,950; and

WHEREAS, Staff prepared and advertised through PlanetBids a formal Request for Bids (RFB) on July 3, 2024 from qualified individuals or firms for Phase 2 (site improvements and utility connections) for Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project and advertised in local newspapers on July 10 and 17, 2024; and

WHEREAS, the City received three (3) bids by the bid due date of August 8, 2024, with the lowest bid being $858,343 from MPE, which is well within the range of the Architect's Estimate; and

WHEREAS, Staff recommends approval of a contract with MPE for construction services for the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project, Phase 2; and

WHEREAS, the project will be funded through the allocation of $900,000 of American Rescue Plan Act funds and the remaining $421,727 amount to be paid from the $2,000,000 earmark from Senator Caballero's office and interest earnings in the ARPA Fund.

NOW THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Soledad approve a Construction Services Contract between the City of Soledad and Monterey Peninsula Engineering for a total amount not to exceed $944,177 for Construction Services of the Soledad Fire Department (CALFIRE) Aerial Apparatus Bay Project Phase 2, and a copy of the bid proposal attached as **"Exhibit A"** and by reference incorporated herein, and the City Manager is authorized and direct to execute the same.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 21st day of August 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

Exhibit A

Bid Proposal

Peter JJ. Taormina, Manager
Site Work at Soledad Fire Station Project

Monterey Peninsula Engineering ("Bidder") hereby submits this Bid Proposal to the City of Soledad ("City") for the above-referenced project ("Project") in response to the Notice Inviting Bids and in accordance with the Contract Documents referenced in the Notice.

1. **Base Bid.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price:

   Base Bid:
   $ 858,343.00.

2. **Bid Alternates.** Bidder proposes to perform and fully complete the Work for the Project as specified in the Contract Documents, within the time required for full completion of the Work, including all labor, materials, supplies, and equipment and all other direct or indirect costs including, but not limited to, taxes, insurance and all overhead for the following price:

   Not Used

3. **Bidder's State Registration Number with Department of Industrial Relations:** Bidder provide State Registration number. Bids will not be considered if the registration number is missing
   1000000094

4. **Addenda.** Bidder agrees that it has confirmed receipt of or access to, and reviewed, all addenda issued for this Bid. Bidder waives any claims it might have against the City based on its failure to receive, access, or review any addenda for any reason. Bidder specifically acknowledges receipt of the following addenda:

Addendum:	Date Received:	Addendum:	Date Received:
#01	07/24/2024	#05	
#02	07/30/2024	#06	
#03	08/05/2024	#07	
#04		#08	

5. **Bidder's Certifications and Warranties.** By signing and submitting this Bid Proposal, Bidder certifies and warrants the following:

   5.1 **Examination of Contract Documents.** Bidder has thoroughly examined the Contract Documents and represents that, to the best of Bidder's knowledge, there are no errors, omissions, or discrepancies in the Contract Documents, subject to the limitations of Public Contract Code § 1104.

   5.2 **Examination of Worksite.** Bidder has had the opportunity to examine the Worksite and local conditions at the Project location.

   5.3 **Bidder Responsibility.** Bidder is a responsible bidder, with the necessary ability, capacity, experience, skill, qualifications, workforce, equipment, and resources to perform or cause the Work to be performed in accordance with the Contract Documents and within the Contract Time.

5.4 **Responsibility for Bid.** Bidder has carefully reviewed this Bid Proposal and is solely responsible for any errors or omissions contained in its completed Bid. All statements and information provided in this Bid Proposal and enclosures are true and correct to the best of Bidder's knowledge.

5.5 **Nondiscrimination.** In preparing this Bid, the Bidder has not engaged in discrimination against any prospective or present employee or Subcontractor on grounds of race, color, ancestry, national origin, ethnicity, religion, sex, sexual orientation, age, disability, or marital status.

5.6 **Iran Contracting Act.** If the Contract Price exceeds $1,000,000, Bidder is not identified on a list created under the Iran Contracting Act, Public Contract Code § 2200 et seq. (the "Act"), as a person engaging in investment activities in Iran, as defined in the Act, or is otherwise expressly exempt under the Act.

6. **Award of Contract**. By signing and submitting this Bid Proposal, Bidder agrees that if Bidder is awarded the Contract for the Project, within ten days following issuance of the Notice of Potential Award to Bidder, Bidder will do all of the following:

6.1 **Execute Contract.** Enter into the Contract with City in accordance with the terms of this Bid Proposal, by signing and submitting to City the Contract prepared by City using the form included with the Contract Documents;

6.2 **Submit Required Bonds.** Submit to City a payment bond and a performance bond, each for 100% of the Contract Price, using the bond forms provided and in accordance with the requirements of the Contract Documents; and

6.3 **Insurance Requirements.** Submit to City the insurance certificate(s) and endorsement(s) as required by the Contract Documents.

7. **Bid Security.** As a guarantee that, if awarded the Contract, Bidder will perform its obligations under Section 4 above, Bidder is enclosing bid security in the amount of ten percent of its maximum bid amount in one of the following forms (check one):

_____ A cashier's check or certified check payable to City and issued by _____[Bank name] in the amount of $_____.

X A bid bond, using the Bid Bond form included with the Contract Documents, payable to City and executed by a surety licensed to do business in the State of California.

This Bid Proposal is hereby submitted on August 8, 2024

s/ _____

Peter J. Taormina, Manager
Name and Title

s/ _____
[See Section 3 of Instructions to Bidders]

Name and Title

Monterey Peninsula Engineering
Company Name

972425, 04/30/2026, A B and Haz
License #, Expiration Date, and Classification

192 Healy Avenue
Address

1000000094
DIR Registration #

Marina, CA 93933

(831)384-4081

City, State, Zip

Phone

Peter J. Taormina, Manager
Contact Name

Peter@mpe2000.com
Contact Email

END OF BID PROPOSAL

Bid Schedule

This Bid Schedule must be completed in ink and included with the sealed Bid Proposal. Pricing must be provided for each Bid Item as indicated. Items marked "(SW)" are Specialty Work that must be performed by a qualified Subcontractor. The lump sum or unit cost for each item must be inclusive of all costs, whether direct or indirect, including profit and overhead. The sum of all amounts entered in the "Extended Total Amount" column must be identical to the Base Bid price entered in Section 1 of the Bid Proposal form.

AL = Allowance
LF = Linear Foot
CF = Cubic Feet
LS = Lump Sum
CY = Cubic Yard
SF = Square Feet
EA = Each
TON = Ton (2000 lbs)
LB = Pounds

BID ITEM NO.	ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT COST	EXTENDED TOTAL AMOUNT
1	**Base Bid**	1	LS	$858,343	$858,343

TOTAL BASE BID: $ 858,343.00 ~~Eighty thousand~~ PT ~~five thousand hundred~~ PT thou

Note: The amount entered as the "Total Base Bid" should be identical to the Base Bid amount entered in Section 1 of the Bid Proposal form.

Eight hundred fifty eight hundred thousand three hundred forty three

BIDDER NAME: Monterey Peninsula Engineering

END OF BID SCHEDULE

Addendum Date:	July 24, 2024
To:	All Bidders
Project:	Site Work at Soledad Fire Station
Subject:	Addendum No. 1

This Addendum is issued for informational purposes only:

1. The Bid Submission date has been **extended** to Thursday, August 8, 2024, by 2:00 P.M. PST.

Issued by: _____
Alex C. Ramos, Assistant Engineer

Bidders shall acknowledge receipt of the Addendum by signing and dated below and returning the Addendum as part of the bid.

Bidder's Acknowledgement

_____ 08/08/2024
Bidder's Authorized Representative Date
Peter J. Taormina, Manager

248 Main Street, P.O. Box 156, Soledad, CA 93960 • Phone (831) 223-5000 • Fax: (831) 678-3965

Addendum Date:	July 30, 2024
To:	All Bidders
Project:	Site Work at Soledad Fire Station
Subject:	Addendum No. 2

This Addendum is issued for informational purposes only:

1. Project Plans have been uploaded to Planetbids.com under the "Documents" tab with the file name ***2255.1 – Bid Drawings.pdf***.

Issued by: _____
Alex C. Ramos, Assistant Engineer

Bidders shall acknowledge receipt of the Addendum by signing and dated below and returning the Addendum as part of the bid.

Bidder's Acknowledgement

_____ 08/08/2024
Bidder's Authorized Representative Date
Peter J. Taormina, Manager

Addendum Date:	August 5, 2024
To:	All Bidders
Project:	Site Work at Soledad Fire Station
Subject:	Addendum No. 3

This Addendum is issued for informational purposes only:

1. Utility Maps have been uploaded to Planetbids.com under the "Documents" tab with the file name ***Utilities_FireStation.pdf***.

Issued by: _____
Alex C. Ramos, Assistant Engineer

Bidders shall acknowledge receipt of the Addendum by signing and dated below and returning the Addendum as part of the bid.

Bidder's Acknowledgement

_____ 08/08/24
Bidder's Authorized Representative Date
Peter J. Taormina, Manager

Subcontractor List

For each Subcontractor that will perform a portion of the Work in an amount in excess of one-half of 1% of the Bidder's total Contract Price,[1] the bidder must list a description of the Work, the name of the Subcontractor, its California contractor license number, the location of its place of business, its DIR registration number, and the portion of the Work that the Subcontractor is performing based on a percentage of the Base Bid price.

DESCRIPTION OF WORK	SUBCONTRACTOR NAME	CALIFORNIA CONTRACTOR LICENSE NO.	LOCATION OF BUSINESS	DIR REG. NO.	PERCENT OF WORK
vehical exhaustst rail	Air Exchange inc	664135	445-A Edison ct. Fairfield, CA 94534	1000011166 ~~1000001166~~ pt	6%
HVAC	Della Mora	696294	332 Paul Davis Drive 1 Marina CA 93933	1000006741	3%
Fence	Cyclone Fence and iorn	966827	Po box 1418 San Martin CA 95046	1000008661	9%
Electrical	JM Electric	376938	400 Griffin St. Salinas ca93901	1000000800	17%
Concrete	Evcon	988470	1060 Nash rd Hollister CA 95023	1000041097	4%

END OF SUBCONTRACTOR LIST

[1] For street or highway construction this requirement applies to any subcontract of $10,000 or more.

Noncollusion Declaration

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:

I am the Manager [title] of Monterey Peninsula Engineering [business name], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid and will not pay, any person or entity for such purpose.

This declaration is intended to comply with California Public Contract Code § 7106 and Title 23 U.S.C § 112.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 08/08/2024 [date], at Marina [city], CA [state].

s/_____

Peter J. Taormina, Manager
Name [print]

END OF NONCOLLUSION DECLARATION

Bid Bond

MONTEREY PENINSULA ENGINEERING ("Bidder") has submitted a bid, dated August 8th, 20 24 ("Bid"), to the City of Soledad ("City") for work on the Site Work at Soledad Fire Station Project ("Project"). Under this duly executed bid bond ("Bid Bond"), Bidder as Principal and THE CONTINENTAL INSURANCE COMPANY, its surety ("Surety"), are bound to City as obligee in the penal sum of ten percent of the maximum amount of the Bid (the "Bond Sum").

Bidder and Surety bind themselves and their respective heirs, executors, administrators, successors and assigns, jointly and severally, as follows:

1. **General.** If Bidder is awarded the Contract for the Project, Bidder will enter into the Contract with City in accordance with the terms of the Bid.

2. **Submittals.** Within ten days following issuance of the Notice of Potential Award to Bidder, Bidder must submit to City the following:

   2.1 **Contract.** The executed Contract, using the form provided by City in the Project contract documents ("Contract Documents");

   2.2 **Payment Bond.** A payment bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Payment Bond form included with the Contract Documents;

   2.3 **Performance Bond.** A performance bond for 100% of the maximum Contract Price, executed by a surety licensed to do business in the State of California using the Performance Bond form included with the Contract Documents; and

   2.4 **Insurance.** The insurance certificate(s) and endorsement(s) required by the Contract Documents, and any other documents required by the Instructions to Bidders or Notice of Potential Award.

3. **Enforcement.** If Bidder fails to execute the Contract and to submit the bonds and insurance certificates as required by the Contract Documents, Surety guarantees that Bidder forfeits the Bond Sum to City. Any notice to Surety may be given in the manner specified in the Contract and delivered or transmitted to Surety as follows:

   Attn: **CNA- Attn: Sean Xavier**
   Address: **2121 N. California Blvd., Suite 760**
   City/State/Zip: **Walnut Creek, CA 94596**
   Phone: **925-586-9256**
   Fax: **N/A**
   Email: **sean.xavier@cnasurety.com**

4. **Duration and Waiver.** If Bidder fulfills its obligations under Section 2, above, then this obligation will be null and void; otherwise it will remain in full force and effect for 60 days following the bid opening or until this Bid Bond is returned to Bidder, whichever occurs first. Surety waives the provisions of Civil Code §§ 2819 and 2845.

[Signatures are on the following page.]

This Bid Bond is entered into and effective on July 31, 20 24.

SURETY:

THE CONTINENTAL INSURANCE COMPANY
Business Name

s/ _____ July 31, 2024
Date

Vanessa Fong, Attorney-in-Fact
Name, Title

(Attach Acknowledgment with Notary Seal and Power of Attorney)

BIDDER:

MONTEREY PENINSULA ENGINEERING
Business Name

s/ _____ 08/08/2024
Date

Peter J. Taormina, Manager
Name, Title

END OF BID BOND

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles

On JUL 31 2024 before me, Becky Gomez, Notary Public, personally appeared Vanessa Fong who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity~~(ies)~~, and that by ~~his~~/her/~~their~~ signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

BECKY GOMEZ
Notary Public - California
Orange County
Commission # 2455974
My Comm. Expires Jul 30, 2027

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Becky Gomez
Signature of Notary Public

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tracy Aston, Rosa E Rivas, Mary Y Volmar, Samantha Russell, Meghan Hanes, Vanessa Fong, Individually

of Los Angeles, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 22nd day of September, 2023.

The Continental Insurance Company

Larry A. Kasten — Vice President

State of South Dakota, County of Minnehaha, ss:

On this 22nd day of September, 2023, before me personally came Larry A. Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

My Commission Expires March 2, 2026

M. Bent — Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 31st day of July, 2024.

The Continental Insurance Company

D. Johnson — Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry A. Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Bidder's Questionnaire

Site Work for Soledad Fire Station Project

Within 48 hours following a request by City, a bidder must submit to City a completed, signed Bidder's Questionnaire using this form and all required attachments, including clearly labeled additional sheets as needed. City may request the Questionnaire from one or more of the apparent low bidders following the bid opening, and may use the completed Questionnaire as part of its investigation to evaluate a bidder's qualifications for this Project. The Questionnaire must be filled out completely, accurately, and legibly. Any errors, omissions, or misrepresentations in completion of the Questionnaire may be grounds for rejection of the bid or termination of a Contract awarded pursuant to the bid.

Part A: General Information

Bidder Business Name: Monterey Peninsula Engineering ("Bidder")

Check One:
___Corporation (State of incorporation: _____)
X Partnership
___Sole Proprietorship
___Joint Venture of: _____
___Other: _____

Main Office Address and Phone: 192 Healy Avenue, Marina, CA 93933 (831)384-4081

Local Office Address and Phone: Same as above

Website address: www.mpe2000.info

Owner of Business: See attached Partnership Structure

Contact Name and Title: Peter J. Taormina, Manager

Contact Phone and Email: (831)384-4081, Peter@mpe2000.com

Bidder's California Contractor's License Number(s): 972425

Bidder's DIR Registration Number: 1000000094

Part B: Bidder Experience

1. How many years has Bidder been in business under its present business name? 44+ years

2. Has Bidder completed projects similar in type and size to this Project as a general contractor?
X Yes _____No

3. Has Bidder ever been disqualified from a bid on grounds that it is not responsible, or otherwise disqualified or disbarred from bidding under state or federal law?
_____Yes X No

If yes, provide additional information on a separate sheet regarding the disqualification or disbarment, including the name and address of the agency or owner of the project, the type and size of the project, the reasons that Bidder was disqualified or disbarred, and the month and year in which the disqualification or disbarment occurred.

4. Has Bidder ever been terminated for cause, alleged default, or legal violation from a construction project, either as a general contractor or as a subcontractor?
_____Yes ___X__No

If yes, provide additional information on a separate sheet regarding the termination, including the name and address of the agency or owner of the subject project, the type and size of the project, whether Bidder was under contract as a general contractor or a subcontractor, the reasons that Bidder was terminated, and the month and year in which the termination occurred.

5. Provide information about Bidder's past projects performed as general contractor as follows:

5.1 Six most recently completed public works projects within the last three years;

5.2 Three largest completed projects within the last three years; and

5.3 Any project which is similar to this Project including scope and character of the work.

6. Use separate sheets to provide all of the following information for each project identified in response to the above three categories:

6.1 Project name, location, and description;
6.2 Owner (name, address, email, and phone number);
6.3 Prime contractor, if applicable (name, address, email, and phone number);
6.4 Architect or engineer (name, email, and phone number);
6.5 Project and/or construction manager (name, email, and phone number);
6.6 Scope of work performed (as general or as subcontractor);
6.7 Initial contract price and final contract price (including change orders);
6.8 Original scheduled completion date and actual date of completion;
6.9 Time extensions granted (number of days);
6.10 Number and amount of stop notices or mechanic's liens filed;
6.11 Amount of any liquidated damages assessed against Bidder; and
6.12 Nature and resolution of any project-related claim, lawsuit, mediation, or arbitration involving Bidder.

Part C: Safety

1. Provide Bidder's Experience Modification Rate (EMR) for the last three years:

Year	EMR
2021	0.62
2022	0.65
2023	0.68

2. Complete the following, based on information provided in Bidder's CalOSHA Form 300 or Form 300A, Annual Summary of Work-Related Illnesses and Injuries, from the most recent past calendar year:

2.1 Number of lost workday cases: 2
2.2 Number of medical treatment cases: 2
2.3 Number of deaths: 0

3. Has Bidder ever been cited, fined, or prosecuted by any local, state, or federal agency, including OSHA, CalOSHA, or EPA, for violation of any law, regulation, or requirements pertaining to health and safety?

_____Yes __X__No

If yes, provide additional information on a separate sheet regarding each such citation, fine, or prosecution, including the name and address of the agency or owner of the project, the type and size of the project, the reasons for and nature of the citation, fine, or prosecution, and the month and year in which the incident giving rise to the citation, fine, or prosecution occurred.

4. Name, title, and email for person responsible for Bidder's safety program:

Paul B. Bruno, Manager/Safety — Paul@mpe2000.com

Name — Title — Email

Part D: Verification

In signing this document, I, the undersigned, declare that I am duly authorized to sign and submit this Bidder's Questionnaire on behalf of the named Bidder, and that all responses and information set forth in this Bidder's Questionnaire and accompanying attachments are, to the best of my knowledge, true, accurate and complete as of the date of submission. **I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

Signature: _____ Date: 08/08/2024

By: Peter J. Taormina, Manager

Name and Title

END OF BIDDER'S QUESTIONNAIRE

Partnership Structure Outline

Monterey Peninsula Engineering, a California general partnership, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation. For the most part, the business has been in operation on central coast with the same management team since the 1980's. In 2000, a restructuring took place for succession and tax planning purposes. At that time, the original corporation entered into partnership with a new entity comprised solely of three officers of the existing corporation.

The Monterey Peninsula Engineering, a partnership <<< The contracting entity
EIN 91-2080587
P.O. Box 2317
Monterey, CA 93942

Its Partners –

Monterey Peninsula Engineering, Inc. <The "original" March 1980 Corporation
50% Partner, EIN 94-2697245
Officers –

Bart J. Bruno, President
Peter J. Taormina, Vice President
James B. Bruno, Vice President
Paul B. Bruno, Secretary/Treasurer

MPE Management Group, Inc. <<< The "new" June 2000 management group
50% Partner, EIN 77-0554281
Officers –

Paul B. Bruno, President
Peter J. Taormina, Secretary/Treasurer
James B. Bruno, Vice President

Bart J. Bruno -
President, 1980 – Current
Responsible for overseeing coordination of all business activities

Peter J. Taormina -
Manager, VP of Engineering & Estimating, 1987-Current
Responsible for overseeing operations related to engineering, estimating, and project management.

James B. Bruno –
Manager, VP of Operations, 1981-Current
Responsible for all field operations, including project management and coordination. In charge of hiring, equipment acquisition and field safety issues.

Paul B. Bruno, CPA -
Manager, Chief Financial Officer, 1988-Current
Responsible for all finance, risk management and administrative duties. Oversees personnel matters and administers Company's safety program.

MONTEREY PENINSULA ENGINEERING

CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

SIGNATURE AUTHORITY for PARTNERSHIP

Monterey Peninsula Engineering, a California general partnership, CSLB #972425, is comprised of two partners - Monterey Peninsula Engineering, Inc., a California Corporation, and MPE Management Group, a California Corporation.

Section 6, Other Matters, of the Statement of Partnership Authority filed with the California Secretary of State provides that:.

"Any officer of either general partner, Monterey Peninsula Engineering, Inc, and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to the conduct business and affairs of Monterey Peninsula Engineering, a general partnership."

The Officers of the two partner corporations are as follows –

Monterey Peninsula Engineering Inc.

Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

MPE Management Group, Inc

Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

Any Officer listed above of either Partner entity sign on behalf of the Partnership and can act as a Manager of the partnership.

Attachments

- Statement of Partnership Authority filed with Secretary of State, March 21, 2002
- MPE Management Group Corporate Resolution of Signature Authority
- Monterey Peninsula Engineering Corporate Resolution of Signature Authority

State of California
Secretary of State
Bill Jones

Form GP-1

STATEMENT OF PARTNERSHIP AUTHORITY

IMPORTANT-- Read instructions on back before completing form.

1. NAME OF PARTNERSHIP
MONTEREY PENINSULA ENGINEERING

2. STREET ADDRESS OF CHIEF EXECUTIVE OFFICE: 192 HEALY AVENUE
CITY/STATE/COUNTRY: MARINA, CA USA
ZIP CODE: 93933

3. STREET ADDRESS OF A CALIFORNIA OFFICE, IF ANY
CITY:
ZIP CODE: CA

4. [X] A. LIST THE FULL NAMES AND MAILING ADDRESSES OF ALL PARTNERS (ATTACH ADDITIONAL PAGES, IF NECESSARY)

NAME: MONTEREY PENINSULA ENGINEERING, INC.
ADDRESS: 192 HEALY AVE
CITY: MARINA STATE/COUNTRY: CA ZIP CODE: 93933
NAME: MPE MANAGMENT GROUP INC.
ADDRESS: 192 HEALY AVE
CITY: MARNIA STATE/COUNTRY: CA ZIP CODE: 93933

OR: [ ] B. STATE THE FULL NAME AND MAILING ADDRESS OF AN AGENT APPOINTED AND MAINTAINED BY THE PARTNERSHIP WHO WILL MAINTAIN A LIST OF THE NAMES AND MAILING ADDRESSES OF ALL PARTNERS.

NAME:
ADDRESS:
CITY:
STATE/COUNTRY:
ZIP CODE:

5. NAMES OF ALL PARTNERS AUTHORIZED TO EXECUTE INSTRUMENTS TRANSFERRING REAL PROPERTY HELD IN THE NAME OF THE PARTNERSHIP (ATTACH ADDITIONAL PAGES, IF NECESSARY)

PARTNER NAME: MONTEREY PENINSULA ENGINEERING, INC
PARTNER NAME: MPE MANAGMENT GROUP INC.
PARTNER NAME:
PARTNER NAME:
PARTNER NAME:
PARTNER NAME:

OFFICE OF THE SECRETARY OF STATE

6. OTHER MATTERS, IF ANY: (ATTACH ADDITIONAL PAGES, IF NECESSARY)
Any officer of either general partner, Monterey Peninsula Engineering, Inc. and MPE Management Group, Inc., may execute contracts on behalf of the Partnership in order to conduct the business and affairs of Monterey Peninsula Engineering, a general partnership.

7. NUMBER OF PAGES ATTACHED, IF ANY: NONE

8. I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING IS TRUE AND CORRECT.

SIGNATURE OF PARTNER
MONTEREY PENINSULA ENGINEERING, INC.
BY BART J BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER
DATE EXECUTED: 3/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

SIGNATURE OF PARTNER
MPE MANAGMENT GROUP INC.
BY PAUL B BRUNO, PRESIDENT
TYPE OR PRINT NAME OF PARTNER
DATE EXECUTED: 3/19/02
MONTEREY COUNTY, CALIFORNIA
COUNTY AND STATE EXECUTED

For Secretary Of State Use
FILE #: 30200208501 2
DOCUMENT #: 9575

ENDORSED - FILED
In the office of the Secretary of State of the State of California
MAR 21 2002
BILL JONES, Secretary of State

9. RETURN TO:
NAME: LOMBARDO & GILLES
ADDRESS: 318 CAYUGA STREET
CITY: SALINAS STATE/COUNTRY: CA ZIP CODE: 93901

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas MPE Management Group is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any one of the following officers

Paul B. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Secretary/Treasurer

of the MPE Management Group be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

****

I, Peter J. Taormina, Secretary of MPE Management Group, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.

_____ 5/22/17

Peter J. Taormina, Secretary

CORPORATE RESOLUTION OF SIGNATURE AUTHORITY

Whereas Monterey Peninsula Engineering is a California corporation filed with California Secretary of State; and

Whereas, it is in the best interests of the corporation to enter into contracts and other legal documents as part of its regular business activities.

Now, therefore be it resolved, that any **one** of the following officers

Bart J. Bruno	President
James B. Bruno	Vice President
Peter J. Taormina	Vice President
Paul B. Bruno	Secretary/Treasurer

of the Monterey Peninsula Engineering be, and hereby is authorized, directed, and empowered for, and on behalf of, and in the name of this corporation by their signature to bind the corporation.

Resolved further, that a signature of an above named officer is hereby deemed to be conclusive evidence of such officer's authority to act on behalf of this corporation.

Resolved further, that this corporation hereby ratifies and confirms the acts of its officers, agents and employees in heretofore obligating this corporation.

****

I, Paul B. Bruno, Secretary of MPE Monterey Peninsula Engineering, a corporation duly organized and existing under the laws of the State of California, do certify that the foregoing is a full, true, and correct copy of certain resolutions of the Board of Directors of said corporation, duly passed and adopted at a special meeting of the Board of Directors on May 22, 2017.

5/22/17

Paul B. Bruno, Secretary

Monterey Peninsula Engineering: 6 Most Recent Public Works in the last 3 years

Project Name:	**REGIONAL URBAN WATER AUGMENTATION PROJECT**
Location:	Marina, CA
Owner:	Marina Coast Water District
Owner Contact:	Andrew Racz: 831-384-6131 / Email: aracz@mcwd.org
Architect or Engineer Name:	Carollo Engineers
Architect or Engineer Contact:	559-436-6616
Construction Manager:	Bart Bruno 831-384-4081
Project Description:	The Project consists of constructing approximately 5 miles of 8-inch diameter to 16-inch diameter ductile iron and polyvinyl chloride recycled water and potable water pipeline in paved and non-paved roadways and easements, connecting to existing pipelines, pipeline valves and appurtenances, a guided auger bore trenchless roadway crossing, twelve pressure reducing stations, and roadway paving for a complete in-place operational system.
Initial Contract Value:	$9,590,878.00
Final Cost of Construction:	$10,456,487.00
Original Scheduled Completion Date:	10/1/2021
Time Extensions Granted:	YES
Actual Date of Completion:	5/25/2023
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**OCEAN VIEW BLVD STREET REHABILITATION PROJECT**
Location:	Pacific Grove, CA
Owner:	City of Pacific Grove
Owner Contact:	Daniel Gho 831-648-5722
Architect or Engineer Name:	Neill Engineers Corp.
Architect or Engineer Contact:	Sherman Low 831-624-2110
Construction Manager:	Mike Barthel 831-384-4081
Project Description:	The work consists of pavement grinding, pavement patching, asphalt concrete overlay, reconstruction of curb, curb and gutter, sidewalk, curb ramps, repair and replacement of storm drain, catch basins, and manholes, replacement of sanitary sewer main, sewer manholes, sewer manhole rehabilitation and lateral reconnections. Applying thermoplastic traffic striping and markings. The work will run concurrently with CA American Water Main Replacement project.
Initial Contract Value:	$1,145,323.00
Final Cost of Construction:	$1,243,322.65
Original Scheduled Completion Date:	11/17/22
Time Extensions Granted:	YES
Actual Date of Completion:	11/22/23
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**KING CITY SEWER**
Location:	King City, CA
Owner:	City of King
Owner Contact:	Octavio Hurtado 831-601-0301
Architect or Engineer Name:	Hanna-Brunetti Civil Engineers, Land Surveyors, Construction Managers
Architect or Engineer Contact:	408-842-2173
Construction Manager:	Bart Bruno 831-384-4081
Project Description:	Sanitary Sewer Pipe, manholes, pavement resurafacing in or along the following areasand streets in King City, Lynn St from San Lorenzo Ave to First St and Pearl St from San Lorenzo Ave to First St.
Initial Contract Value:	$1,999,687.97
Final Cost of Construction:	$2,889,810.98
Original Scheduled Completion Date:	05/09/23
Time Extensions Granted:	YES
Actual Date of Completion:	05/23/23
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	SEASIDE HIGH SCHOOL FIELD PROJECT INCREMENT 1
Location:	Seaside, Ca
Owner:	Monterey Peninsula Unified School District
Owner Contact:	Richard Mickey 831-226-9578
Architect or Engineer Name:	Salas O'brien Engineers Inc.
Architect or Engineer Contact:	Joseph Gonzalas 408-282-1500
Construction Manager:	Peter Bruno 831-384-4081
Project Description:	Site improvements include the demolition of existing track, turf, irrigation and hardscape. Earthwork and grading operations, including the installation of new concrete paving, asphalt paving, drainage, fencing, edge bands, all-weather track material, athletic furnishings, synthetic turf, retro fit of existing sports field lighting, site lighting, electrical / communications, signage, irrigation and landscaping.
Initial Contract Value:	$6,098,500.00
Final Cost of Construction:	$6,267,658.71
Original Scheduled Completion Date:	03/03/20
Time Extensions Granted:	YES
Actual Date of Completion:	04/30/21
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**RENAISSANCE HIGH SCHOOL CAMPUS PAVING PROJECT**
Location:	Watsonville, CA
Owner:	Pajaro Valley Unified School District
Owner Contact:	Ian Goldspink (831) 786-2100
Architect or Engineer Name:	I96 Architects
Architect or Engineer Contact:	(831) 440-7300
Construction Manager:	Mike Barthel (831) 384-4081
Project Description:	Demolition of existing asphalt pavement, grading, assorted basework, asphalt paving and other associated items in accordance to the plans & specifications. Additive alternates for other areas of similar work.
Total Contract Value:	$341,800.00
Date Construction Commenced	06/20/22
Original Scheduled Completion Date:	08/17/22
Time Extensions Granted:	YES
Actual Date of Completion:	08/31/22
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**METZ / ORCHARD PARK DEVELOPMENT PROJECT**
Location:	Soledad, CA
Owner:	City of Soledad
Owner Contact:	Don Wilcox 831-223-5124
Architect or Engineer Name:	MNS Engineers
Architect or Engineer Contact:	Doug Pike 805-697-1416
Construction Manager:	Bart Bruno 831-384-4081
Project Description:	Prefabricated restroom, sprayground, inclusive platground, skatepark, dogpark, stage area with shade structure. Large group picnic area, family picnic area, entry pergola, parking lot, park pathways, bioswale and pollinator garden. Stormwater detention basins, fitness station, site lighting and surveillance. Site furnishins, planting and irrigation improvements, utility infrasctructure and connections to water and sanitary sewer. Public art / signage within the City of Soledad.
Initial Contract Value:	$5,465,090.00
Final Cost of Construction:	$5,816,896.00
Original Scheduled Completion Date:	01/30/23
Time Extensions Granted:	YES
Actual Date of Completion:	08/01/23
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Monterey Peninsula Engineering: 3 Largest Completed in the last 3 years

Project Name:	**MAIN STREET STREETSCAPE IMPROVEMENTS PROJECT 9230**
Location:	Salinas, CA.
Owner:	City of Salinas
Owner Contact:	Patrick Fung 831-758-7433
Architect or Engineer Name:	Kimley Horn
Architect or Engineer Contact:	619-234-9411
Construction Manager:	Bart Bruno
Project Description:	Surveying and construction staking; removal and salvage or disposal of existing improvements; roadway and pavement reconstruction, construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps, drainage, lighting, and electrical improvements, utility trenching, landscape and irrigation improvements; signing and marking; traffic signal modifications; and all incidental and appurtenant improvements and restorations.
Initial Contract Value:	$7,896,492.00
Final Cost of Construction:	$8,044,915.81
Original Scheduled Completion Date:	03/01/20
Time Extensions Granted:	YES
Substanial Date of Completion:	01/01/22
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**SALINAS COMMUTER RAIL STATION PACKAGE 1**
Location:	Salinas, CA.
Owner:	Transportation Agency for Monterey County
Owner Contact:	Laurie Willamson 831-775-4415
Architect or Engineer Name:	HDR
Architect or Engineer Contact:	925-974-2500
Construction Manager:	Bart Bruno
Project Description:	Demolition, Grading, Drainage, Paving, Curbs, Sidewalks, Retaining Wall, Lighting, Traffic Signal Modification, Water Line Relocations, Signing, Striping, Planting, Irrigation, Station Furnishings.
Initial Contract Value:	$7,487,989.00
Final Cost of Construction:	$8,192,547.28
Original Scheduled Completion Date:	07/01/19
Time Extensions Granted:	YES
Actual Date of Completion:	02/01/21
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**DOWNTOWN COMPLETE STREETS IMPROVEMENTS**
Location:	Salinas, CA
Owner:	City of Salinas
Owner Contact:	Andrew Easterling (831) 758-7241
Architect or Engineer Name:	City of Salinas
Architect or Engineer Contact:	(831) 758-7381
Construction Manager:	Bart Bruno (831) 384-4081
Project Description:	Construction of curb and gutter, sidewalk, ADA compliant pedestrian access ramps; installation of a traffic signal equipment, poles, cabinets, pole foundations, cabinets foundations, mast-arms, luminaires, at 11 signalized intersections; installation of striping, hot-melt, retroreflective, skid resistant thermoplastic traffic marking material that is suitable for producing durable pavement markings, signage, communication infrastructure and all incidental and appurtenant improvements and restorations specified.
Initial Contract Value:	$7,324,483.99
Final Cost of Construction:	$7,322,509.82
Original Scheduled Completion Date:	03/24/20
Time Extensions Granted:	YES
Actual Date of Completion:	06/29/21
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Monterey Peninsula Engineering: Projects Similar

Project Name:	**CALIFORNIA AVENUE PEDESTRIAN CROSSING INSTALLATION**
Location:	Marina, CA
Owner:	City of Marina
Owner Contact:	Elvie Camacho, 831-789-8670
Architect or Engineer Name:	Wallace Group
Architect or Engineer Contact:	805-544-4011
Construction Manager:	Peter Bruno, 831-384-4081
Project Description:	Installation of two new ADA compliant curb ramps and a pedestrian crosswalk with a Pedestrian Hybrid Beacon (PBH) and associated electrical system at the southside of the intersection, In addition, work will require conform curb, gutter, and sidewalk, asphalt concrete pavement, fog sealing, pavement markings and striping and associated miscellaneous work for a complete and operational pedestrian crossing in accordance with bidding documents.
Initial Contract Value:	$404,148.00
Final Cost of Construction:	$441,959.94
Original Scheduled Completion Date:	08/01/23
Time Extensions Granted:	YES
Actual Date of Completion:	10/31/23
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**KING CITY DOWNTOWN STREETSCAPE INTERSECTION IMPROVEMENTS**
Location:	King City, CA
Owner:	City of King
Owner Contact:	Octavio Hurtado
Architect or Engineer Name:	Kimley Horn
Architect or Engineer Contact:	Kimley Horn 916-858-5800
Construction Manager:	Peter Bruno 831-384-4081
Project Description:	Demolition of existing site improvements, including flatwork, curbs, gutters, sidewalks, existing utilities and select trees. Construction of approx. 5 intersections with curb extensions and site-built features including pavement seat walls, site furnishings, landscaping and infiltration wells. Site utilities including storm drain, sewer and electrical. New irrigation system including new point of connection. water service, new tree, shrub and turf-grass planting. Demolitions of existing asphalt pavement.
Initial Contract Value:	$3,882,454.00
Final Cost of Construction:	$4,113,289.33
Original Scheduled Completion Date:	02/03/24
Time Extensions Granted:	YES
Actual Date of Completion:	05/08/24
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**STREET REHABILITATION PROJECT (LOWER LIGHTHOUSE AVE AND FUNSTON AVE)**
Location:	Pacific Grove, Ca
Owner:	City of Pacific Grove
Owner Contact:	Daniel Gho 831-648-5722
Architect or Engineer Name:	Neill Engineers Corp
Architect or Engineer Contact:	831-624-2110
Construction Manager:	Mike Barthel
Project Description:	Pavement grinding, pavement patching, asphalt concrete overlay, pavement reconstruction, reconstruction of curb, curb and gutter, sidewalk, curb ramps, rolled ac berms, and ac dike, installation of storm drain, sub-drain, catch basins, manholes, cleanouts, and flared outlet, replacement of sanitary sewer main, sewer manholes, spot repairs, and lateral reconnections.
Initial Contract Value:	$1,177,556.00
Final Cost of Construction:	$1,264,690.00
Original Scheduled Completion Date:	09/01/21
Time Extensions Granted:	YES
Actual Date of Completion:	10/14/21
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**CASA VERDE/HELVIC/PORTOLA/MCNEAR INTERSECTION IMPROVEMENTS**
Location:	Monterey, CA.
Owner:	City of Monterey Department of Plans & Public Works
Owner Contact:	Max Rieser 831-646-3887
Architect or Engineer Name:	Whitson Engineers
Architect or Engineer Contact:	831-649-5225
Construction Manager:	Mike Barthel (831) 384-4081
Project Description:	Temporary traffic control, storm water pollution prevention, sawcutting and demolition of concrete curb, gutter,sidewalk, driveway, and asphalt concrete pavement, construction of curb,gutter, sidewalk, curb ramp, concrete pavement, hot mix asphalt pavement bioretention pond, solar street lights, rectangular flashing beacon assembly, signing and striping.
Initial Contract Value:	$550,749.00
Final Cost of Construction:	$565,799.00
Original Scheduled Completion Date:	10/31/20
Time Extensions Granted:	YES
Actual Date of Completion:	01/06/21
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

Project Name:	**POINT PINOS TRAIL**
Location:	Pacific Grove, CA
Owner:	City of Pacific Grove
Owner Contact:	Daniel Gho 831-648-5722
Architect or Engineer Name:	Trailpeople
Architect or Engineer Contact:	707-205-1370
Construction Manager:	Mike Barthel 831-384-4081
Project Description:	Site work demolition & removal, clearing & grubbing, site grading, decomposed granite, storm drainage, hot-mix asphalt paving, painted traffic lines & markings concrete pads, walks, curbs & gutters; roadway & site signs; habitat restoration, tree protection, site carpentry, pipe & tube railings.
Initial Contract Value:	$2,412,890.00
Final Cost of Construction:	$2,298,118.00
Original Scheduled Completion Date:	04/01/22
Time Extensions Granted:	NONE
Actual Date of Completion:	02/25/22
Stop Notices or Liens:	NONE
Liquidated Damages:	NONE

AGENDA ITEM NO. 4.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6148, A Resolution of the City Council of the City of Soledad Approving an Agreement with Tope's Tree Service for Tree Trimming and Limited Removal and Replacement in an Amount Not To Exceed $165,000, Authorizing the Use of the City's In-Lieu Purchase Exception, and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad**

TO: **Honorable Mayor Velazquez and City Council**

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **August 21, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad Consider and Adopt Resolution No. 6148, "Approving an Agreement with Tope's Tree Service for Tree Trimming and Limited Removal and Replacement in an Amount Not To Exceed $165,000, Authorizing the Use of the City's In-Lieu Purchase Exception, and Authorizing the City Manager to Execute Said Contract on Behalf of the City Of Soledad".

Executive Summary

On March 20, 2024, the City Council approved a reallocation of $167,330 in ARPA for tree trimming, which was determined to be a high priority project that could be completed before the December 31, 2024 expenditure deadline. To expedite the bidding process, Staff is proposing that that the City piggyback off the bidding process recently completed by King City for tree trimming. Per Section 3.24.040 of the Soledad Municipal Code, the City can dispense with its formal bidding process for purchasing through the use of bidding procedures used by other municipalities or public entities. King City selected Tope's Tree Service, which provided a bid of $240 per tree for trimming. With a not to exceed contract amount of $165,000, Tope's Tree Service would be able to trim at least 640 trees in Soledad with some funding set aside for emergency tree removal and replacement. The City would focus trimming in the older sections of town where it is most needed.

Background

With the passage of the American Rescue Plan Act (ARPA) of 2021, the federal government provided billions to jurisdictions throughout the country to support various recovery projects. The City of Soledad received over $6.3 million. This funding has to be spent quickly by December 31, 2024, unless

as part of a significant public works project. While the City has been spending down these funds, on March 20, 2024, the Council approved a reallocation of funds to high priority projects that could be completed quickly. One of these high priority projects was tree trimming and accordingly, the City Council allocated $167,330 of ARPA funding for this purpose. Unfortunately, with all of the capital projects underway, the Public Works Department did not have time to go through the typical bidding process for tree trimming and the project temporarily stalled.

Fortunately, Staff discovered that King City recently went through the bidding process for tree trimming and Soledad can piggyback off that bidding process per the City's In-Lieu Purchase Exception. This exception as outlined in Soledad Municipal Code Section 3.24.040, allows the City to dispense with its formal bidding process for purchasing through the use of bidding procedures used by other municipalities or public entities.

Review & Analysis

It has been years since the City has conducted comprehensive tree trimming of the street and park trees. Because of the City's limited finances, most tree maintenance has occurred within the assessment districts. The years of deferred tree maintenance is clearly visible, particularly in the older and more disadvantaged sections of town, which do not have these assessment districts. The negative impact of deferred tree maintenance is demonstrated by Front Street, where overgrown trees have uplifted sidewalks impeding access to local businesses and costing hundreds of thousands of dollars for the City to repair. Although Staff have wanted to complete more tree trimming, we have both lacked the capacity with a limited maintenance crew and funding to carry it out.

With the reallocation of ARPA funding by City Council on March 20, Staff now had the resources to contract with a tree trimming company. However, with key vacancies in the Public Works Department and number of capital projects underway, Staff did not have time to complete the standard bidding process, which can be time consuming. Fortunately, Staff learned of the In-Lieu Purchase Exception, which allows the City to dispense with its formal bidding process for purchasing through the use of bidding procedures used by other municipalities or public entities, in this case King City. Using King City's bid for tree trimming services is in the best interest of the City of Soledad because it secures competitive pricing and enables the quick contracting of a vendor to meet the ARPA expenditure deadline.

King City prepared and distributed bid documents for tree trimming services on May 23, 2024. By the due date of June 27,2024, one firm submitted a bid. The responsive low bidder was Tope's Tree Service, Inc ("Tope's"). The cost for the proposed tree trimming was $240.00 per tree. Staff reached out to Tope's to confirm availability and that the price per tree quoted for King City would be the same in Soledad. The City also confirmed that Tope's bid with King City complied with the Department of Industrial Relations requirements and that Tope's is committed to payment of prevailing wages and maintenance of certified payroll records. Prior to moving forward, the company's owner, Andrew Tope conducted a tour with Joel Alvarez of priority areas in the older section of town (see Attachment 2: Map).

Mr. Tope confirmed that the tree trimming can be completed by December of 2024 in order to meet the ARPA expenditure deadline. Although most of the funding will be used for tree trimming, the City may come across a tree in need of removal/replacement. The contractor will provide a price to Staff for the removal/replacement and wait for city approval before proceeding. For this reason, Staff is proposing a not to exceed amount of $165,000 to allow flexibility to address those trees that need to be removed because they are hazardous. However, with this amount, Staff will ensure that at least 640 trees are

trimmed through this contract.

Financial Considerations

This expense is currently budgeted in the adopted FY24/25 budget through ARPA. $167,330 was specifically set aside for tree trimming. It is proposed that only $165,000 is used for this contract, so that remaining funding can be budgeted toward either the Community Center or Aerial Apparatus Bay, which have higher costs than anticipated.

Alternatives

- Approve the resolution as presented; or
- Reject the proposed resolution, which is not recommended as ARPA funding needs to be expended by December 31, 2024.

Planning/CEQA

This project has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant Class 1, Section 15301 and Class 4, Section 15304. Tree trimming and removal of diseased and hazardous street and park trees involves maintenance of existing facilities with no expansion of use beyond current levels and minor public alterations to land and/or vegetation, which does not involve removal of healthy, mature, or scenic trees.

Public Notice Requirements

The bidding process conducted by King City complied with the noticing requirements. Additional noticing is not required.

Attachment(s):
Resolution No. 6148
Exhibit A - Tope's Tree Service Inc. Agreement
Topes Tree Trimming Map and Priority Area
Priority Map
King City Tree Trimming Contract Package

RESOLUTION NO. 6148

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AGREEMENT WITH TOPE'S TREE SERVICE FOR TREE TRIMMING AND LIMITED REMOVAL AND REPLACEMENT IN AN AMOUNT NOT TO EXCEED $165,000, AUTHORIZING THE USE OF THE CITY'S IN-LIEU PURCHASE EXCEPTION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, it has been years since the City has conducted comprehensive tree trimming of the street and park trees due to limited resources and this deferred tree maintenance is clearly visible, particularly in the older and more disadvantaged sections of town; and

WHEREAS, on March 20, 2024, the City Council approved a reallocation of $167,330 in American Rescue Plan Act (ARPA) funding for tree trimming, which was determined to be a high priority project that could be completed before the December 31, 2024 expenditure deadline; and

WHEREAS, to expedite the bidding process and meet the expenditure deadline, Staff is proposing that that the City piggyback off the bidding process recently completed by King City for tree trimming; and

WHEREAS, King City prepared and distributed bid documents for tree trimming services on May 23, 2024 and by the due date of June 27,2024, received one qualified bid from Tope's Tree Service, Inc. ("Tope's") at a cost of $240 per tree for trimming; and

WHEREAS, King City approved a two-year contract with Tope's for these services on July 9, 2024; and

WHEREAS, Staff confirmed that Tope's would honor the same price for the City of Soledad of $240 per tree and can complete the work before December 31, 2024 in compliance with the ARPA deadline; and

WHEREAS, the City has confirmed that Tope's bid with King City complied with the Department of Industrial Relations requirements and that Tope's is committed to payment of prevailing wages and maintenance of certified payroll records; and

WHEREAS, with a not to exceed amount of $165,000, Tope's Tree Service would be able to trim at least 640 trees in Soledad with some funding set aside for emergency tree removal and replacement; and

WHEREAS, per Section 3.24.040 of the Soledad Municipal Code, the City can dispense with its formal bidding process for purchasing through the use of bidding procedures used by other municipalities or public entities; and

WHEREAS, the City Manager has determined that: 1) the bid for the tree trimming service is and remains valid through May 23rd of 2025, 2) there has been no change in the price of tree

trimming services since the time the King City contract was awarded, 3) there is no reason to believe that there would be a significant difference in the price of tree trimming services based on the area, and, 4) the King City contract upon which the City desires to rely was based on the lowest responsible bid or equivalent thereto for tree trimming services; and

WHEREAS, this project has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant Class 1, Section 15301 and Class 4, Section 15304 because tree trimming and removal of diseased and hazardous street and park trees involves maintenance of existing facilities with no expansion of use beyond current levels and minor public alterations to land and/or vegetation, which does not involve removal of healthy, mature, or scenic trees.

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad as follows:

1. All of the recitals set forth above are true and correct to the best of its knowledge, and by this reference are incorporated herein.

2. The Council determines by at least a four-fifths vote that tree trimming services can be purchased more economically and on an expedited basis through reliance on a public bidding process utilized by King City, embodied in the Contract dated July 9, 2024, awarded to Tope's Tree Service, Inc. the lowest responsive bidder in a competitive bid process sponsored by King City and valid through May 23, 2025, and as such, pursuant to the authority provided by Soledad Municipal Code Section 3.24.040 and in compliance with the provisions thereof, the Council desires to execute an agreement for tree trimming through use of the City's "In-Lieu Purchase Exception".

3. The City Manager is hereby authorized to execute an agreement for services, a copy of which is attached as **"Exhibit A"** and by reference incorporated herein for a total cost not to exceed $165,000. Funding for said agreement shall come from the City's ARPA Funding.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 21st day of August 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
TOPE'S TREE SERVICE, INC.

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Tope's Tree Service, Inc. ("Consultant") (together referred to as the "Parties") as of _____, 2024 (the "Effective Date").

Section 1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the services described in the Scope of Work attached as Exhibit A , and incorporated herein, at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on December 15, 2024, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.

1.3 Assignment of Personnel. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons.

1.4 Time. Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Section 1.1 above and to satisfy Consultant's obligations hereunder.

1.5 Public Works Requirements. The services described in Exhibit A constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit C. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed $165,000, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the

Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

2.1 Invoices. Consultant shall submit invoices, at least once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

2.2 Monthly Payment. City shall make monthly payments, based on invoices received, for services satisfactorily performed, and for authorized reimbursable costs incurred. City shall have 30 days from the receipt of an invoice that complies with all of the requirements above to pay Consultant.

2.3 Final Payment. City shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

2.4 Total Payment. City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.

In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.

2.5 Payment of Taxes. Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.

2.6 Payment upon Termination. In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.

2.9 Authorization to Perform Services. The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein.

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

Section 4. INSURANCE REQUIREMENTS. Before beginning any work under this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a

self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum scope of coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an "occurrence" basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (most recent edition), Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

a. The Insurance shall cover on an occurrence or an occurrence basis, and not on a claims-made basis.

b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance 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.

d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days' prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

4.3.2 Claims-made limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

a. The retroactive date of the policy must be shown and must be before the date of the Agreement.

b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.

c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant must purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.

d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.4 All Policies Requirements.

4.4.1 Acceptability of insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The

City reserves the right to require complete copies of all required insurance policies at any time.

4.4.3 Deductibles and Self-Insured Retentions. Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type to express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including

but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 Consultant Not an Agent. Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 Governing Law. The laws of the State of California shall govern this Agreement.

7.2 Compliance with Applicable Laws. Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 Other Governmental Regulations. To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 Licenses and Permits. Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 Nondiscrimination and Equal Opportunity. Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The parties may amend this Agreement only by a writing signed by all the parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 Options upon Breach by Consultant. If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 Records Created as Part of Consultant's Performance. All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 Consultant's Books and Records. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

9.3 Inspection and Audit of Records. Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds $10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which

that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 Solicitation. Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 Contract Administration. This Agreement shall be administered by _____ ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 Notices. Any written notice to Consultant shall be sent to:

_____
_____
_____

Any written notice to City shall be sent to:

_____
_____
_____

10.11 Professional Seal. Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

_____ Seal and Signature of Registered Professional with report/design responsibility.

10.12 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Public Works Requirements

10.13 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD	CONSULTANT
_____	_____
Megan Hunter, City Manager	[NAME, TITLE]

Attest:

_____
Megan Hunter, City Clerk

Approved as to Form:

_____
Michael Rodriquez, City Attorney

EXHIBIT A

SCOPE OF SERVICES

.

GENERAL CONDITIONS AND SPECIFICATIONS

1. Contractor, following award by the City of Soledad Council shall enter the City's standard Agreement and provide all required insurance.

2. Contractor will secure a City of Soledad business license before staring any work.

3. Contractor must be registered with the State of California Department of Industrial Regulations.

4. Contractor shall be licensed in California with a Class D-49 Tree Service contractor's license.

5. All work shall be completed under the direction of a person who holds a current ISA (International Society of Arboriculture) Certified Arborist credential.

6. Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree trimming services.

7. Contractor is responsible to ensure that all portable engines over 49 hp used in the conduct of the proposed work, are appropriately permitted by the Monterey County Air Resources District or registered under the California Air Resources Board's (CARB) Statewide Portable Equipment Registration Program (PERP).

8. Contractor shall complete all work to the satisfaction of and under the supervision of the Public Works Director or designated representative.

9. Contractor shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in the City.

10. Contractor shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with, or annoyance to, the public.

11. Contractor should stop work on any specific tree where an active nesting bird site is encountered. Contractor will contact the City for further direction regarding any further work on the tree in question.

12. Contractor shall meet the work schedule dates listed in the document below.

13. Upon completion of each tree trimming work phase, a walk-through with the Public Works Director or designee and other City representatives will be conducted.

TRAFFIC CONTROL

At no time shall the Contractor commence or carry on with work that presents a hazard to pedestrians or vehicular traffic. Prior to the commencement of, and for the duration of, any work in any area, Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips.

The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal 12 Highway Administrative guidelines. All traffic control operations are the responsibility of the Contractor and intended to provide maximum safety for the public according to the most recent edition of the Work Area Traffic Control Handbook.

Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic. Contractor shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.

Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two-way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s). Where Contractor's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the City of Public Works Director or designated representative.

SITE CLEANUP

Contractor shall remove branches, limbs, logs, or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task. Contractor shall endeavor to prevent spillage on streets over which work, or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.

During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. Rights of way shall not be used to stage unattended debris generated during regular work hours. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush,

branches will be removed at the Contractors expense. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain.

PROPERTY DAMAGE

Should any structure or property be damaged during tree operations, Contractor shall immediately notify CITY and owners or authorities. Repairs to property damaged by Contractor shall be made within forty-eight (48) hours. In the event of damage to utility lines, Contractor shall report the damages to utility and make arrangements for the utility to make repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY. The CITY will mark and flag irrigation heads and valve boxes in City Park in advance of any work, however the Contractor shall inspect the area in advance to limit damage to the irrigation system at this facility. Any damage caused by Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or Contractor shall repair such damage in a manner acceptable to the Public Works Director or Manager.

TREE TRIMMING WORK

The trees are to be pruned in a manner to remove obstructions from pedestrians and vehicles, to remove potential hazards and to reshape where necessary. This street tree trimming will include but not be limited to; removal of "snags", suckers, broken branches, dead and dying limbs, removal of any limbs and branches that show signs of potential failure; removal of limbs with excessive tip weight, "skirting up" to remove overhead obstructions for pedestrian and vehicle traffic as well as general "shaping" to properly balance the trees. All suckers at the base of the trees are to be removed. All leaves and small branches will be removed from the lower crotch and branch structure of the trees, particularly where blocking visibility of signs. All street tree trimming work should be completed in a manner to improve the condition of the tree and to promote extended lifespan. No more than 25% of the tree canopy may be removed from any tree. Prior to any tree removal or replacement, the Contractor will provide a cost and obtain approval by the Public Works Manager.

PREVAILING WAGES

Each worker performing work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, will be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Pursuant to Labor Code § 1775, Contractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR. Contractor 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 in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and 2) Contractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

Upon notice of noncompliance with Labor Code § 1776, Contractor has ten days in which to comply with the requirements of this section. If Contractor fails to do so within the ten-day period, Contractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

EXHIBIT B

COMPENSATION SCHEDULE

Quantity	Unit	Description	Unit Cost	Total
640	EA	Street Tree Trimming	$240.00	$153,600
TBD*	EA	Tree Removal/Replacement	TBD	$ 11,400
Total:				$165,000

Note: It is difficult to determine exact cost of tree removal/replacement. Therefore, Contractor will provide a cost estimate to the Public Works Manager for approval before proceeding. Total costs for these services shall not exceed $11,400.

EXHIBIT C

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS
PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of

prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, 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 in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

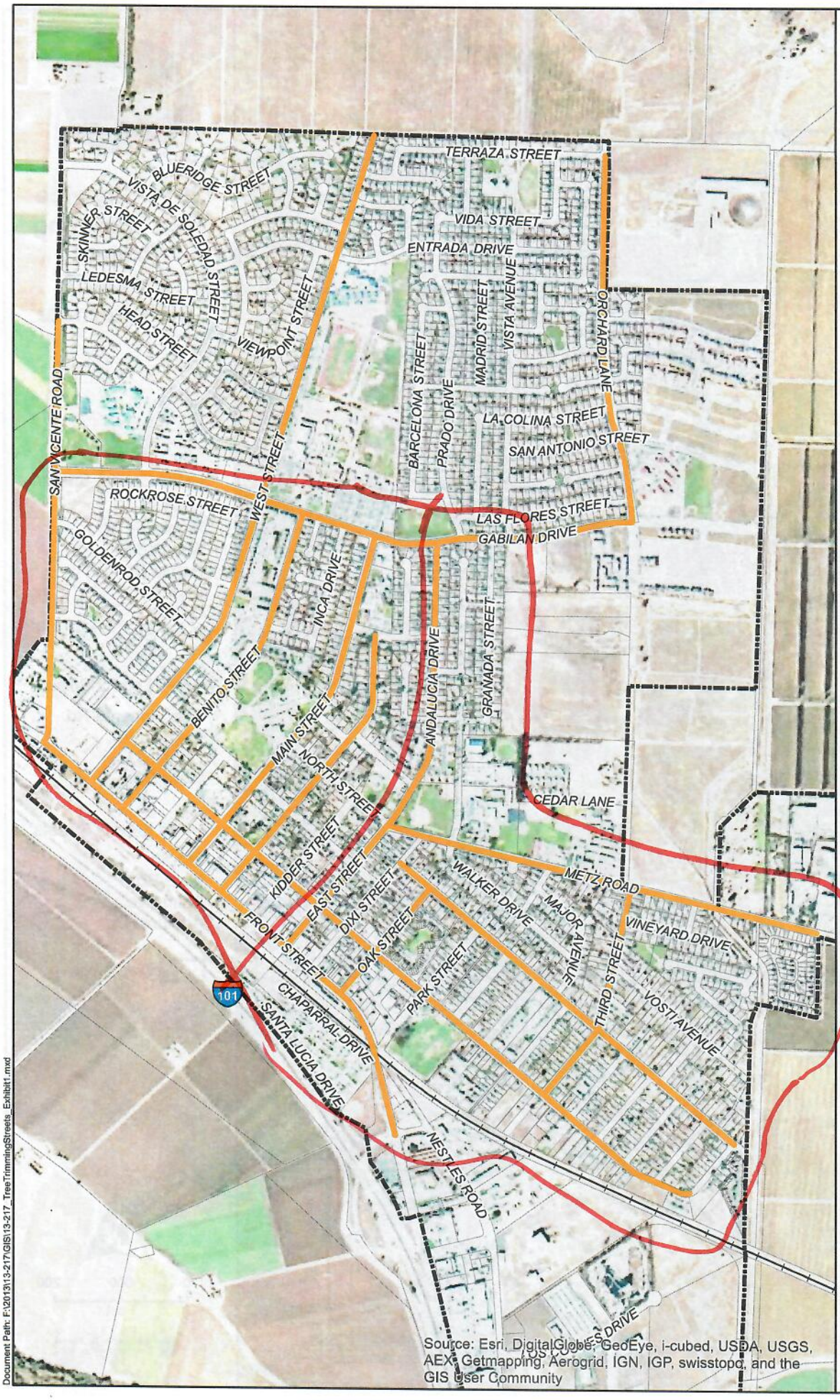
2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the

Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.



2013 Citywide Tree Trimming Project Exhibit 1 Base Bid

Base Bid Streets:

- Main St.
- Monterey St.
- Soledad St.
- Benito St.
- East St.
- Oak St.
- Front St.
- San Vincente Rd.
- Gabilan Rd.
- Orchard Ln.
- West St.
- 3rd St.
- Metz Rd.
- Palm Ave.
- Adalucia Dr.

City Limits

0 600 1,200
Feet

Yamabe & Horn Engineering, Inc.

Document Path: F:\2013\13-217\GIS\13-217_TreeTrimmingStreets_Exhibit1.mxd

CITY OF SOLEDAD

TREE TRIMMING PROJECT

MAP EXHIBIT

KING CITY
CALIFORNIA

Item No. 9 (C)

REPORT TO THE CITY COUNCIL

DATE: **JULY 9, 2024**

TO: **HONORABLE MAYOR AND MEMBERS OF THE CITY COUNCIL**

FROM: **OCTAVIO HURTADO, PUBLIC WORKS DIRECTOR / CITY ENGINEER**

RE: **CONSIDERATION OF AWARD OF CONTRACT FOR ANNUAL TREE TRIMMING SERVICES**

RECOMMENDATION:

It is recommended City Council award a contract services agreement for two years of annual tree trimming services to Tope's Tree Service, Inc. in the amount $144,000.

BACKGROUND:

The City maintains approximately 2,100 trees, a majority of which are trees planted in the public right of way. City-maintained trees require periodic risk reduction pruning and standard tree trimming maintenance to minimize tree limb failures that may cause damage or injury. City staff has previously completed some level of tree trimming work however, due to a limited size of the City's Public Works Department maintenance crew and the increasing maintenance needs at other facilities has necessitated the reliance on private tree trimming firms.

In Fiscal Year 2021/2022, the City Council allocated $90,000 for contract services for tree trimming services. In the past two budget years, approximately 300 City-maintained Street trees per year were trimmed by private tree trimming contractors. In FY 2022/23, tree trimming in the southwest (SW) quadrant of the City was completed and in 2023/24 tree trimming in the northwest (NW) quadrant of the City was completed. The goal is to complete trimming of all City street trees on a four-year cycle with a quadrant of the city completed each year.

DISCUSSION:

On May 23rd, formal bid documents for two years of tree trimming services were prepared and distributed. By the due date of June 27th, one firm submitted bids. (Attachment 1) The responsive low bidder is Tope's Tree Service, Inc. in the amount of $ 144,000.00. A copy of the bid form is attached (Attachment #2).

The cost for the proposed tree trimming is $240.00 per tree in 2024 and $240.00 per tree in 2025. In addition, the contractor will be allowed to increase the per tree unit cost in Phase II in 2025 no more than the exact amount of the Annual Average cost of living increase (CPI) for 2024. The CPI is based on the rate published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

It is recommended that the City Council award a contract to Tope's Tree Service, Inc. in the amount of $144,000.00 for tree trimming services in FY 2024/25 and FY 2025/26. (Attachment #3)

COST ANALYSIS:

Award of this contract will result in expenditures of $72,000.00 during FY 2024/25 and $72,000.00 plus the Annual Average cost of living increase (CPI) during FY 2025/26. Funding will come from the General Fund where there is $90,000 budgeted for Street Trees for FY 24/25.

ALTERNATIVES:

The following alternatives are provided for the Council's consideration:

1. Approve staff's recommendation to award the contract to Tope's Tree Service, Inc.;
2. Do not approve staff's recommendation to award the contract and direct staff to revise and rebid the proposed tree trimming work;
3. Provide other direction to staff.

EXHIBITS:

1. Formal Bids Results- Tree Trimming Services
2. Bid Form
3. Draft Agreement

Submitted by: _____
Octavio Hurtado, Public Works Director / City Engineer

Approved by: _____
Steve Adams, City Manager

Exhibit 1

City of King
212 S. Vanderhurst Avenue
King City, CA 93930
Ph.(831) 385-3281 Fax (831) 385-6887

KING CITY
CALIFORNIA

OFFICIAL
BID OPENING RESULTS

PROJECT: **Bid Opening- Tree Trimming Services – 2024 & 2025**

Date: 06/27/24 2:00 PM
City Council Chamber

Bidder's Name		***Amount of Bid***
1. Tope's Tree Services Inc	2024	$72,000
2.	2025	$72,000
3.	Total:	$144,000
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		

Bid Opening by: Octavio Hurtado

Witness: [illegible] Yesenia Ruiz

BASE FORMAL QUOATION FORM

Pursuant to and in compliance with the *Request for Formal Quotation and Specifications* related to the project: **2024 & 2025 TREE TRIMMING SERVICES**

The undersigned bidder, having become thoroughly familiar with the stipulations listed on the Formal Quotation Form and with the aforementioned General Conditions and Specifications for the above mentioned project and with the local conditions affecting the performance and the cost of the work to be done, hereby proposes and agrees to fully provide the described services (including the furnishing of any and all labor, materials, tools, expendable equipment and transportation services necessary to fully deliver the equipment) in strict accordance with all applicable state and local laws for the total Quotation sum of.

QTY.	UNIT	DESCRIPTION	UNIT COST*	TOTAL
300	EA	Phase I- 2024 SE Quadrant Street Tree Trimming	$240	$72,000
300	EA	Phase II- 2025 NE Quadrant Street Tree Trimming	$240	$72,000
			TOTAL:	$144,000

*- The Contract will be allowed to increase the per tree unit cost in Phase II in 2025, no more than the exact amount of the Annual Average cost of living increase (CPI) for 2023 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

Company Name: Topes Tree Service

Company DIR #: 1000421429

Mailing Address: Po Box 51969, Pacific Grove, 93950

Phone Number: 831-238-3655

Name of Company Rep: Andrew Tope

Email: andrew@topestreeservice.com

Authorized Signature: _____ Date: 6/25/24

Return to: Erica Sonne, Deputy City Clerk
City of King
212 S. Vanderhurst Avenue
King City CA 93930

All questions or requests for additional information must be submitted via email to Octavio Hurtado, PE, Public Works Director / City Engineer at ohurtado@kingcity.com no later than June 20, 2024, at 4:00 pm.

SEALED FORMAL BIDS ARE DUE AT OR BEFORE 2:00PM ON THURSDAY, JUNE 27, 2024. FORMAL QUOTATIONS RECEIVED AFTER THIS TIME WILL BE REJECTED.

AGREEMENT FOR PUBLIC WORKS SERVICES BETWEEN THE CITY OF KING AND TOPE'S TREE SERVICE, INC.

THIS AGREEMENT FOR PUBLIC WORKS SERVICES (herein "Agreement") is made and entered into this 9th day of July, 2024 ("Effective Date") by and between the City of King, a California municipal corporation ("City") and Tope's Tree Service, Inc., ("Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties".

RECITALS

A. City has sought, by issuance of a Formal of Bid Request for Quotation, the performance of the services defined and described particularly in Article 1 of this Agreement.

B. Contractor, following submission of a proposal or bid for the performance of the services defined and described particularly in Article 1 of this Agreement, was selected by the City to perform those services.

C. Pursuant to the City of King Municipal Code, City has authority to enter into and execute this Agreement.

D. The Parties desire to formalize the selection of Contractor for performance of those services defined and described particularly in Article 1 of this Agreement and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. WORK OF CONTRACTOR

1.1 Scope of Work.

In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Work" attached hereto as Exhibit "A" and incorporated herein by this reference, which may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the work required under this Agreement in a thorough, competent, and professional manner, and is experienced in performing the work and services contemplated herein. Contractor shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be both of good quality as well as fit for the purpose intended. For purposes of this

Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 [Reserved]

1.3 Compliance with Law.

Contractor shall keep itself informed concerning, and shall render all services hereunder in accordance with, all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental entity having jurisdiction in effect at the time service is rendered.

1.4 Compliance with California Labor Law.

(a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

(b) Prevailing Wages. Contractor shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the Department of Industrial Relations (DIR) determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement.

(c) Penalty for Failure to Pay Prevailing Wages. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the City, forfeit two hundred dollars ($200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(d) Payroll Records. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

(e) Apprentices. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects.

Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

(f) Eight-Hour Work Day. Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810.

(g) Penalties for Excess Hours. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.

(h) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

Contractor's Authorized Initials _____

(i) Contractor's Responsibility for Subcontractors. For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay the subcontractor's workers the specified prevailing rate of wages. Consultant shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

1.5 Licenses, Permits, Fees and Assessments.

Contractor shall obtain at its sole cost and expense such licenses, permits, registrations, and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City, its officials, officers, employees or agents of City, against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.

1.6 Familiarity with Work.

(a) By executing this Agreement, Contractor warrants that Contractor (i) has thoroughly investigated and considered the scope of work to be performed, (ii) has carefully considered how the services should be performed, and (iii) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder.

(b) Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any: (i) material Contractor believes may be hazardous waste as defined in Section 25117 of the Health & Safety Code required to be removed to a Class I, II, or III disposal site in accordance with existing law; (ii) subsurface, unknown or latent conditions, materially different from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement, and will materially affect the performance of the services hereunder.

(c) City shall promptly investigate the conditions, and if it finds that the conditions do materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order per Section 1.10 of this Agreement.

(d) In the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date set, but shall proceed with all work to be performed under the Agreement. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

1.7 Further Responsibilities of Parties.

Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes

of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.8 Additional Work and Change Orders.

(a) City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Work or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor ("Change Order"). All Change Orders must be signed by the Contractor and Contract Officer prior to commencing the extra work thereunder.

(b) Any increase in compensation of up to ten percent (10%) of the Contract Sum or $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any increase in compensation of up to ten percent (10%) of the Contract Sum, or a total compensation amount up to $25,000, whichever is less; or any increase in the time to perform of up to one hundred eighty (180) days; and does not materially affect the Work and which are not detrimental to the Work or to the interest of the City, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council.

(c) Any adjustment in the Contract Sum for a Change Order must be in accordance with the unit prices set forth in the Bid Schedule in Exhibit "C". If the rates in the Schedule of Compensation do not cover the type of work in the Change Order, the cost of such work shall not exceed an amount agreed upon in writing and signed by Contractor and Contract Officer. If the cost of the Change Order cannot be agreed upon, the City will pay for actual work of the Change Order completed, to the satisfaction of the City, as follows:

(i) Labor: the cost of labor shall be the actual cost for wages of workers and subcontractors performing the work for the Change Order at the time such work is done. The use of labor classifications that would increase the cost of such work shall not be permitted.

(ii) Materials and Equipment: the cost of materials and equipment shall be at cost to Contractor or lowest current price which such materials and equipment are reasonably available at the time the work is done, whichever is lower.

(iii) If the cost of the extra work cannot be agreed upon, the Contractor must provide a daily report that includes invoices for labor, materials and equipment costs for the work under the Change Order. The daily report must include: list of names of workers, classifications, and hours worked; description and list of quantities of materials used; type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable; description of other City authorized services and expenditures in such

detail as the City may require. Failure to submit a daily report by the close of the next working day may, at the City's sole and absolute discretion, waive the Contractor's rights for that day.

(d) It is expressly understood by Contractor that the provisions of this Section 1.10 shall not apply to services specifically set forth in the Scope of Work. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Work may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other contractors.

(e) No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

1.9 Special Requirements.

Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.10 Trenching and Excavation.

In accordance with Public Contract Code Section 7104, whenever the digging of trenches or other excavations extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the City in writing of any: 1) Material that the Contractor believed may be material that is hazardous waste, as defined in Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law: 2) Subsurface or latent physical conditions at the site differing from those indicated; or 3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract. The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, the City shall issue a change order under the procedures described in the Contract. In the unlikely event that a dispute arises between the City and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. Where applicable, Contractor shall comply with the trench or excavation permit requirement found in Labor Code Section 6500 and the excavation safety requirements found in Labor Code Section 6705.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT.

2.1 Contract Sum.

Subject to any limitations set forth in this Agreement, City agrees to pay Contractor the amounts specified in the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed one hundred, twenty thousand dollars and zero cents ($120,000.00) (the "Contract Sum"), unless additional compensation is approved pursuant to Section 1.10 or Exhibit "C".

2.2 Method of Compensation.

The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with specified unit prices per measured quantities, tasks or the percentage of completion of the services less the contract retention;, (iii) payment for time and materials based upon the Contractor's rates as specified in the Schedule of Compensation, provided that (a) time estimates are provided for the performance of sub tasks, (b) contract retention is maintained and (c) the Contract Sum is not exceeded; or (iv) such other methods as may be specified in the Schedule of Compensation.

2.3 Reimbursable Expenses.

Compensation may include reimbursement for actual and necessary expenditures for reproduction costs, telephone expenses, and travel expenses approved by the Contract Officer in advance, or actual subcontractor expenses of an approved subcontractor pursuant to Section 4.5, and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City. Coordination of the performance of the work with City is a critical component of the services. If Contractor is required to attend additional meetings to facilitate such coordination, Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Invoices.

Each month Contractor shall furnish to City an original invoice for all work performed and expenses incurred during the preceding month in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Contractor is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Contractor shall not invoice City for any duplicate services performed by more than one person.

City shall, as soon as practicable, independently review each invoice submitted by the Contractor to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Contractor which are disputed by City, or as provided in Section 7.3, City will cause Contractor to be paid, subject to the Schedule of Compensation (Exhibit "C"), within thirty (30)

days of receipt of Contractor's correct and undisputed invoice; however, Contractor acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event that City does not cause Contractor to be paid within thirty (30) days of receipt of an undisputed and properly submitted invoice, Contractor shall be entitled to the payment of interest to the extent allowed under Public Contract Code Section 20104.50. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Contractor, not later than seven (7) days after receipt by the City, for correction and resubmission. Returned invoices shall be accompanied by a document setting forth in writing the reasons why the payment request was rejected. Review and payment by the City of any invoice provided by the Contractor shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Notwithstanding, if the work is being funded by grant or other funding administered by a third party outside the control of the City, such as the County of Monterey, Contractor acknowledges and agrees this may increase processing time for payment, and no payment of interest shall accrue if the City has used reasonable efforts to cause the Contractor to be paid within thirty (30) days.

2.5 Waiver.

Payment to Contractor for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Contractor.

ARTICLE 3. PERFORMANCE SCHEDULE

3.1 Time of Essence.

Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance.

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure.

The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination

shall be final and conclusive upon the parties to this Agreement. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Inspection and Final Acceptance.

City may inspect and accept or reject any of Contractor's work under this Agreement, either during performance or when completed. City shall reject or finally accept Contractor's work within forty-five (45) days after submitted to City. City shall accept work by a timely written acceptance, otherwise work shall be deemed to have been rejected. City's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as to amount to fraud. Acceptance of any work by City shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to, Articles 1 and 5, pertaining to warranty and indemnification and insurance, respectively.

3.5 Term.

Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) years from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

ARTICLE 4. COORDINATION OF WORK

4.1 Representatives and Personnel of Contractor.

The following principals of Contractor ("Principals") are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)
_____	_____
(Name)	(Title)

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing Principals were a substantial inducement for City to enter into this Agreement. Therefore, the Principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. All personnel of Contractor, and any authorized agents, shall at all times be under the exclusive direction and control of the Principals. For purposes of this Agreement, the Principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express

written approval of City. Additionally, Contractor shall make every reasonable effort to maintain the stability and continuity of Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement. Contractor shall notify City of any changes in Contractor's staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance.

4.2 Status of Contractor.

Contractor shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Contractor shall not at any time or in any manner represent that Contractor or any of Contractor's officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Contractor, nor any of Contractor's officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City's employees. Contractor expressly waives any claim Contractor may have to any such rights.

4.3 Contract Officer.

The Contract Officer shall be the City Manager or such person as may be designated by the City Manager. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority, if specified in writing by the City Manager, to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.4 Independent Contractor.

Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Prohibition Against Subcontracting or Assignment.

The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the City. All subcontractors shall

obtain, at its or Contractor's expense, such licenses, permits, registrations and approvals (including from the City) as may be required by law for the performance of any services or work under this Agreement. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

ARTICLE 5. INSURANCE, INDEMNIFICATION AND BONDS

5.1 Insurance Coverages.

The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, then the general aggregate limit shall be twice the occurrence limit.

(b) Workers Compensation Insurance. A policy of workers compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage in an amount not less than $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars and any automobile.

(d) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(e) Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein. For Commercial General Liability (CGL) coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.

5.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Contractor's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officials, officers, employees and agents and their respective insurers. Moreover, the insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention.

All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing at least ten (10) days prior written notice to City, or at least ten (10) days prior written notice to City in the case of cancellation for nonpayment. In the event any of said policies of insurance are cancelled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 5.1 to the Contract Officer.

No work or services under this Agreement shall commence until the Contractor has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsements to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

All certificates shall name the City as additional insured (providing the appropriate endorsement) and shall conform to the following "cancellation" notice:

"CANCELLATION:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATED THEREOF, AT LEAST TEN (10) DAYS ADVANCED WRITTEN NOTICE OF CANCELLATION SHALL BE DELIVERED TO CITY AT (EXCEPT CANCELLATION DUE TO NONPAYMENT SHALL REQUIRE TEN (10) DAYS ADVANCED WRITTEN NOTICE)."

Contractor's Authorized Initials _____

City, its respective elected and appointed officers, directors, officials, employees, agents and volunteers are to be covered as additional insureds as respects: liability arising out of activities Contractor performs; products and completed operations of Contractor; premises owned, occupied or used by Contractor; or any automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, and their respective elected and appointed officers, officials, employees or volunteers. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Any deductibles or self-insured retentions must be declared to and approved by City. At the option of City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City or its respective elected or appointed officers, officials, employees and volunteers or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims. The Contractor agrees that the requirement to provide insurance shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible nor shall it limit the Contractor's indemnification liabilities as provided in Section 5.3.

In the event the Contractor subcontracts any portion of the work in compliance with Section 4.5 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to Section 5.1, and such certificates and endorsements shall be provided to City.

In the event of a conflict, the terms of Section 5.1 and 5.2 shall have precedence and prevail over any form of Certificate of Insurance, or any Insurance Endorsement, included in the Contract Documents.

5.3 Indemnification.

To the full extent permitted by law, Contractor agrees to indemnify, defend and hold harmless the City, its officers, employees, volunteers and agents ("Indemnified Parties") against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Contractor, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Contractor is legally liable ("indemnitors"), or arising from Contractor's or indemnitors' reckless or willful misconduct, or arising from Contractor's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

(b) Contractor will promptly pay any judgment rendered against the Indemnified Parties for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Contractor hereunder; and Contractor agrees to save and hold the Indemnified Parties harmless therefrom;

(c) In the event any Indemnified Party is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of

or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor agrees to pay to the Indemnified Party any and all costs and expenses incurred by the Indemnified Party in such action or proceeding, including but not limited to, legal costs and attorneys' fees.

In addition, Contractor agrees to indemnify, defend and hold harmless the Indemnified Parties from any and all claims and liabilities for any infringement of patent rights, copyrights or trademark on any person or persons in consequence of the use by the Indemnified Parties of articles to be supplied by Contractor under this Agreement, and of which the Contractor is not the patentee or assignee or has not the lawful right to sell the same.

Contractor shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Contractor shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Contractor in the performance of professional services and work hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Contractor and shall survive termination of this Agreement.

5.4 Notification of Third-Party Claims.

City shall timely notify Contractor of the receipt of any third-party claim relating to the work under this Agreement. City shall be entitled to recover from Contractor its reasonable costs incurred in providing such notification.

5.5 Sufficiency of Insurer or Surety.

Insurance and bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best's Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City Manager or Finance Director of the City ("Risk Manager") due to unique circumstances. If this Agreement continues for more than 3 years duration, or in the event the Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by Section 5.5 may be changed accordingly upon receipt of written notice from the Risk Manager.

5.6 Substitution of Securities.

Pursuant to Public Contract Code Section 22300, substitution of eligible equivalent securities for any funds withheld to ensure performance under this Agreement may be permitted at the request and sole expense of the Contractor unless otherwise required by Section 22300.

Alternatively, the Contractor may, pursuant to an escrow agreement in a form prescribed by Public Contract Code Section 22300, request payment of retentions funds earned directly to the escrow agent at the sole expense of the Contractor unless otherwise required by Section 22300. The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f), which is incorporated herein by this reference.

5.7 Release of Securities.

City shall release the Performance and Labor Bonds when the following have occurred:

(a) Contractor has made a written request for release and provided evidence of satisfaction of all other requirements under Article 5 of this Agreement;

(b) the work has been accepted; and

(c) after passage of the time within which lien claims are required to be made pursuant to applicable laws; if lien claims have been timely filed, City shall hold the Labor Bond until such claims have been resolved, Contractor has provided statutory bond, or otherwise as required by applicable law.

ARTICLE 6. RECORDS, REPORTS, AND RELEASE OF INFORMATION

6.1 Records.

Contractor shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies, certified and accurate copies of payroll records in compliance with all applicable laws, or other documents relating to the disbursements charged to City and services performed hereunder (the "books and records"), as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of 3 years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required. In the event of dissolution of Contractor's business, custody of the books and records may be given to City, and access shall be provided by Contractor's successor in interest. Notwithstanding the above, the Contractor shall fully cooperate with the City in providing access to the books and records if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Reports.

Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract

Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.3 Ownership of Documents.

All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials (the "documents and materials") prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership use, reuse, or assignment of the documents and materials hereunder. Any use, reuse or assignment of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor will be at the City's sole risk and without liability to Contractor, and Contractor's guarantee and warranties shall not extend to such use, reuse or assignment. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom. Moreover, Contractor with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

6.4 Confidentiality and Release of Information.

(a) information gained or work product produced by Contractor in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Contractor. Contractor shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from the Contract Officer.

(b) Contractor, its officers, employees, agents or subcontractors, shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(c) If Contractor, or any officer, employee, agent or subcontractor of Contractor, provides any information or work product in violation of this Agreement, then City

shall have the right to reimbursement and indemnity from Contractor for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Contractor's conduct.

(d) Contractor shall promptly notify City should Contractor, its officers, employees, agents or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed there under. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing or similar proceeding. Contractor agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Contractor. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

7.1 California Law.

This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Monterey, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Northern District of California, in the County of Santa Clara, State of California.

7.2 Disputes and Claims.

(a) Default; Cure. In the event that Contractor is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Contractor for any work performed after the date of default. Instead, the City may give notice to Contractor of the default and the reasons for the default. The notice shall include the timeframe in which Contractor may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, if circumstances warrant. During the period of time that Contractor is in default, the City shall hold all invoices and shall proceed with payment on the invoices only when the default is cured. In the alternative, the City may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Contractor does not cure the default, the City may take necessary steps to terminate this Agreement under this Article. Any failure on the part of the City to give notice of the Contractor's default shall not be deemed to result in a waiver of the City's legal rights or any rights arising out of any provision of this Agreement.

(b) Public Contract Code Sec. 9204 Claims Procedure (AB 626). AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for the filing of claims by a contractor, or by a contractor on behalf of a subcontractor, on any public works project effective January 1,

2017. The parties shall comply with the provisions of Public Resources Code Section 9204, which are fully set forth in Exhibit "E."

(c) Dispute Resolution. To the extent not superseded by Public Contract Code Section 9204, this Agreement is subject to the provisions of Article 1.5 (commencing at Section 20104) of Division 2, Part 3 of the California Public Contract Code regarding the resolution of public works claims of less than $375,000. Article 1.5 mandates certain procedures for the filing of claims and supporting documentation by the Contractor, for the response to such claims by the City, for a mandatory meet and confer conference upon the request of the Contractor, for mandatory non-binding mediation in the event litigation is commenced, and for mandatory judicial arbitration upon the failure to resolve the dispute through mediation. This Agreement hereby incorporates the provisions of Article 1.5 as though fully set forth herein.

7.3 Retention of Funds.

Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect City as elsewhere provided herein.

7.4 Waiver.

Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Contractor shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative.

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 Legal Action.

In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding any contrary provision herein, Contractor shall file a claim pursuant to Government Code Sections 905 et seq. and 910 et seq., in order to pursue a legal action under this Agreement.

7.7 Liquidated Damages.

Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City the sum of one hundred dollars ($ 100.00) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Schedule of Performance (Exhibit "D"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination Prior to Expiration of Term.

This Section shall govern any termination of this Contract except as specifically provided in the following Section for termination for cause. The City reserves the right to terminate this Contract at any time, with or without cause, upon thirty (30) days' written notice to Contractor, except that where termination is due to the fault of the Contractor, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Contractor reserves the right to terminate this Contract at any time, with or without cause, upon sixty (60) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Contractor may determine. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation or such as may be approved by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.9 Termination for Default of Contractor.

If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such

damages), and City may withhold any payments to the Contractor for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.10 Attorneys' Fees.

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

7.11 Unfair Business Practices Claims.

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials related to this Agreement. This assignment shall be made and become effective at the time the City renders final payment to the Contractor without further acknowledgment of the Parties.

ARTICLE 8. CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of City Officers and Employees.

No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest.

Contractor covenants 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 this 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 Contract Officer. Contractor agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement.

No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which effects his financial interest or the financial interest of any

corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination.

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

8.4 Unauthorized Aliens.

Contractor hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Additionally, Contractor acknowledges that Contractor, and all subcontractors hired by Contractor to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Contractor is and shall remain in compliance with the IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with the IRCA. Further, should Contractor so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement in violation of the law, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Contractor hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by City.

ARTICLE 9. MISCELLANEOUS PROVISIONS

9.1 Notices.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of King, 212 South Vanderhurst Avenue, King City, CA 93930 and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. All correspondence relating to this Agreement shall be serialized consecutively.

9.2 Interpretation.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

9.4 Integration; Amendment.

This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Contractor and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

9.5 Severability.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.6 Warranty & Representation of Non-Collusion.

No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Contractor warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Contractor further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or

employee, as a result of consequence of obtaining or being awarded any agreement. Contractor is aware of and understands that any such act(s), omission(s) or other conduct resulting in such payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Contractor's Authorized Initials _____

9.7 Authority to Act on Behalf of Entity.

The person(s) executing this Agreement on behalf of any entity that is a Party hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF KING, a municipal corporation

_____
Steven Adams, City Manager

ATTEST:

_____
Erica Sonne, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____

Roy Santos, City Attorney

CONTRACTOR:

_____

*By:_____
Name:
Title:

*By:_____
Name:
Title:

Address:_____
_____
_____

***CONTRACTOR'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE EVIDENCE OF AUTHORITY TO EXECUTE DOCUMENTS FOR ANY ENTITY CONTRACTOR MUST BE PROVIDED.**

EXHIBIT "A"

SCOPE OF WORK

Article I. PROJECT DESCRIPTION AND SPECIFICATIONS

TREE TRIMMING SERVICES

GENERAL CONDITIONS AND SPECIFICATIONS

1. The responsible low-bid contractor, following award by the City of King City Council shall enter the City's standard Contractor Agreement and provide all required insurance.

2. The responsible low-bid contractor will secure a City of King business license before staring any work.

3. The responsible low-bid contractor must be registered with the State of California Department of Industrial Regulations by the time of bid submittal.

4. The contractor shall be licensed in California with a Class D-49 Tree Service contractor's license.

5. All work shall be completed under the direction of a person who holds a current ISA (International Society of Arboriculture) Certified Arborist credential.

6. Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree trimming services.

7. Contractor is responsible to ensure that all portable engines over 49 hp used in the conduct of the proposed work, are appropriately permitted by the Monterey County Air Resources District, or registered under the California Air Resources Board's (CARB) Statewide Portable Equipment Registration Program (PERP).

8. Contractor shall complete all work to the satisfaction of and under the supervision of the City of King Public Works Superintendent or designated representative.

9. Contractor shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in the City.

10. Contractor shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with, or annoyance to, the public.

11. The Contractor should stop work on any specific tree where an active nesting bird site is encountered. The Contractor will contact the City for further direction regarding any further work on the tree in question.

12. Contractor shall meet the work schedule dates listed in the document below.

13. Upon completion of each tree trimming work phase, a walk-through with the Public Works Superintendent and other City representatives will be conducted.

TECHNICAL SPECIFICATIONS

I. TRAFFIC CONTROL

At no time shall the Contractor commence or carry on with work that presents a hazard to pedestrians or vehicular traffic. Prior to the commencement of, and for the duration of, any work in any area, Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips.

The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal 12 Highway Administrative guidelines. All traffic control operations are the responsibility of the Contractor and intended to provide maximum safety for the public according to the most recent edition of the Work Area Traffic Control Handbook.

Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic. Contractor shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.

Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two-way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s). Where Contractor's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the City of King Public Works Superintendent or designated representative.

II. SITE CLEANUP

Contractor shall remove branches, limbs, logs, or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task. Contractor shall endeavor to prevent spillage on streets over which work, or hauling is done, and any such spillage or debris deposited on street due to Contractor operations

shall be immediately cleaned up. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated.

Rights of way shall not be used to stage unattended debris generated during regular work hours. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches will be removed at the Contractors expense. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain. The Contractor may dispose of the chips and other tree debris at the City of King Corporation Yard, located at 1001 Industrial Way, King City. Coordination with the Public Works Superintendent is required.

III. PROPERTY DAMAGE

Should any structure or property be damaged during tree operations, Contractor shall immediately notify CITY and owners or authorities. Repairs to property damaged by Contractor shall be made within forty-eight (48) hours. In the event of damage to utility lines, Contractor shall report the damages to utility and make arrangements for the utility to make repairs. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY. The CITY will mark and flag irrigation heads and valve boxes in City Park in advance of any work, however the Contractor shall inspect the area in advance to limit damage to the irrigation system at this facility.

Any damage caused by Contractor shall be repaired or restored at Contractor's expense to a condition similar or equal to that existing before such damage, or Contractor shall repair such damage in a manner acceptable to the Public Works Superintendent.

TREE TRIMMING WORK

PHASE I- 2024 STREET TREE TRIMMING- SOUTHEAST (SE) QUADRANT

Description: Approximately three hundred (300) street trees located in public Right of Way throughout the Southwest quadrant of King City. The actual number of trees in the southwest quadrant may differ slightly from the number provided. The City for budgetary purpose, may increase or reduce the number of street trees to be trimmed in Phase I.

The trees are to be pruned in a manner to remove obstructions from pedestrians and vehicle, to remove potential hazards and to reshape where necessary. This street tree trimming will include but not be limited to; removal of "snags", suckers, broken branches, dead and dying limbs, removal of any limbs and branches that show signs of potential failure; removal of limbs with excessive tip weight, "skirting up" to remove overhead obstructions for pedestrian and vehicle traffic as well as general "shaping" to properly balance the trees. All suckers at the base of the trees are to be removed. All leaves and small branches will be removed from the lower crotch and branch structure of the trees, particularly where blocking visibility of signs. All street tree trimming work should be completed in a manner to improve the condition of the tree and to promote extended

lifespan. No tree removals will be permitted and no more than 25% of the tree canopy may be removed from any tree.

PHASE II- 2025 TREE TRIMMING - NORTHEAST (NE) QUADRANT

Description: Approximately three hundred (300) street trees located in public Right of Way throughout the Northwest quadrant of King City. The actual number of trees in the southeast quadrant may differ slightly from the number provided. Additionally, the City for budgetary purposes, may increase or reduce the number of trees to be trimmed in Phase III.

The trees are to be pruned in a manner to remove obstructions from pedestrians and vehicle, to remove potential hazards and to reshape where necessary. This street tree trimming will include but not be limited to; removal of "snags", suckers, broken branches, dead and dying limbs, removal of any limbs and branches that show signs of potential failure; removal of limbs with excessive tip weight, "skirting up" to remove overhead obstructions for pedestrian and vehicle traffic as well as general "shaping" to properly balance the trees. All suckers at the base of the trees are to be removed. All leaves and small branches will be removed from the lower crotch and branch structure of the trees particularly where blocking visibility of signs. All street tree trimming work should be completed in a manner to improve the condition of the tree and to promote extended lifespan. No tree removals will be permitted and no more than 25% of the tree canopy may be removed from any tree.

EXHIBIT "B"

[NOT APPLICABLE]

EXHIBIT "C"

SCHEDULE OF COMPENSATION

I. Contractor shall perform all work at the rates submitted as part of Contractor's Proposal, as follows:.

QTY.	UNIT	DESCRIPTION	UNIT COST	TOTAL
300	EA	2024 Street Tree Trimming	$240.00	$72,000.00
300	EA	2025 Street Tree Trimming	$240.00*	$72,000.00
TOTAL:				$144,000.00*

II. *- The Contract will be allowed to increase the per tree unit cost in Phase II in 2025, no more than the exact amount of the Annual Average cost of living increase (CPI) for 2024 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

III. The City will compensate Contractor for the work performed upon submission of a valid invoice pursuant to Section 2.4.

Payment Method for Phase I: Phase I work will be paid on per unit basis with each tree being considered a unit and listed as each (EA) on the quotation sheet. The unit cost for the average of all trees in the Southwest quadrant is to be indicated on the quotation sheet below. All trees will be charged at the same rate unless otherwise agreed upon by the Contractor and the City in advance.

Payment Method for Phase II: Phase II work will be paid on per unit basis with each tree being considered a unit and listed as each (EA) on the quotation sheet. The unit cost for the average of all trees in the Northeast quadrant is to be indicated on the quotation sheet below. All trees will be charged at the same rate. The Contract will be allowed to increase the per tree unit cost in Phase II in 2023, no more than the exact amount of the Annual Average cost of living increase (CPI) for 2022 published by the State of California, Division of Labor Statistics and Research for Urban Wage Earners and Clerical Workers for the San Francisco Oakland area. No additional per unit cost increases will be permitted.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Contractor shall perform all work timely in accordance with the following schedule:

TREE TRIMMING SCHEDULE OF WORK PHASES

Schedule for Phase I: Phase I work will begin on or after Monday August 5, 2024, and conclude before Thursday, October 31, 2024. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. Any schedule change must be approved in advance by City of King Public Works Superintendent.

Schedule for Phase II: Phase II work will begin on or after Monday July 7, 2025 and conclude before Friday, October 31, 2025. All work is to be completed Monday through Friday, between the hours of 8:00am and conclude by 5:00pm. No weekend work will be allowed. This phase of the project has great flexibility of scheduling. Any schedule change must be approved in advance by City of King Public Works Superintendent.

Work shall only be performed between the hours of 8:00 a.m. and 7:00 p.m., on weekdays. Work shall not be performed on Saturdays, Sundays or legal holidays.

Exceptions to the above hours of work will be permitted only after obtaining written authorization from the City.

II. The Contract Officer may approve extensions for performance of the services in accordance with Section 3.2.

EXHIBIT "E"

PUBLIC CONTRACT CODE SEC. 9204
NEW PUBLIC WORKS CLAIMS
PROCEDURE

AB 626, approved by the Governor on September 29, 2016, created a new Public Contract Code Section 9204, which specifies new procedural requirements for claims submitted by a contractor on any public works project. These new requirements contain burdens for both private contractors and public entities. The text of this new legislation is set forth below:

Public Contract Code § 9204.
Legislative findings and declarations regarding timely and complete payment of contractors for public works projects; claims process

(a) The Legislature finds and declares that it is in the best interests of the state and its citizens to ensure that all construction business performed on a public works project in the state that is complete and not in dispute is paid in full and in a timely manner.

(b) Notwithstanding any other law, including, but not limited to, Article 7.1 (commencing with Section 10240) of Chapter 1 of Part 2, Chapter 10 (commencing with Section 19100) of Part 2, and Article 1.5 (commencing with Section 20104) of Chapter 1 of Part 3, this section shall apply to any claim by a contractor in connection with a public works project.

(c) For purposes of this section:

(1) "Claim" means a separate demand by a contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by a public entity under a contract for a public works project.

(B) Payment by the public entity of money or damages arising from work done by, or on behalf of, the contractor pursuant to the contract for a public works project and payment for which is not otherwise expressly provided or to which the claimant is not otherwise entitled.

(C) Payment of an amount that is disputed by the public entity.

(2) "Contractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who has entered into a direct contract with a public entity for a public works project.

(3)(A) "Public entity" means, without limitation, except as provided in subparagraph (B), a state agency, department, office, division, bureau, board, or commission, the California State University, the University of California, a city, including a charter city, county, including a

charter county, city and county, including a charter city and county, district, special district, public authority, political subdivision, public corporation, or nonprofit transit corporation wholly owned by a public agency and formed to carry out the purposes of the public agency.

(B) "Public entity" shall not include the following:

(i) The Department of Water Resources as to any project under the jurisdiction of that department.

(ii) The Department of Transportation as to any project under the jurisdiction of that department.

(iii) The Department of Parks and Recreation as to any project under the jurisdiction of that department.

(iv) The Department of Corrections and Rehabilitation with respect to any project under its jurisdiction pursuant to Chapter 11 (commencing with Section 7000) of Title 7 of Part 3 of the Penal Code.

(v) The Military Department as to any project under the jurisdiction of that department.

(vi) The Department of General Services as to all other projects.

(vii) The High-Speed Rail Authority.

(4) "Public works project" means the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind.

(5) "Subcontractor" means any type of contractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with a contractor or is a lower tier subcontractor.

(d)(1)(A) Upon receipt of a claim pursuant to this section, the public entity to which the claim applies shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the claimant a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and a contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The claimant shall furnish reasonable documentation to support the claim.

(C) If the public entity needs approval from its governing body to provide the claimant a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the public entity shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the

claimant a written statement identifying the disputed portion and the undisputed portion.

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. If the public entity fails to issue a written statement, paragraph (3) shall apply.

(2)(A) If the claimant disputes the public entity's written response, or if the public entity fails to respond to a claim issued pursuant to this section within the time prescribed, the claimant may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the public entity shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the public entity shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the public entity and the claimant sharing the associated costs equally. The public entity and claimant shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

(D) Unless otherwise agreed to by the public entity and the contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

(E) This section does not preclude a public entity from requiring arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program, if mediation under this section does not resolve the parties' dispute.

(3) Failure by the public entity to respond to a claim from a contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits

of the claim or the responsibility or qualifications of the claimant.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

(e) The text of this section or a summary of it shall be set forth in the plans or specifications for any public works project that may give rise to a claim under this section.

(f) A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) a public entity may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

(g) This section applies to contracts entered into on or after January 1, 2017.

(h) Nothing in this section shall impose liability upon a public entity that makes loans or grants available through a competitive application process, for the failure of an awardee to meet its contractual obligations.

(i) This section shall remain in effect only until January 1, 2020, and as of that date is repealed, unless a later enacted statute, that is enacted before January 1, 2020, deletes or extends that date.

Contractor's Certificate Regarding Worker's Compensation

Description of Contract:

City of King
2024 & 2025 Tree Trimming Services

Labor Code Section 3700 Provides (in part):

> "Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this State.
>
> (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees."

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Dated:_____, 20___

(Contractor)

By_____

_____
(Official Title)

(SEAL)

(Labor Code Section 1861 provides that the above certificate must be signed and filed by the Contractor with the City prior to performing any work under this contract.