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

WEDNESDAY, DECEMBER 4, 2024

CITY HALL, COUNCIL CHAMBERS

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

https://cityofsoledad.zoom.us/j/86777708988
Or Call
1-669-444-9171 and use Meeting ID: 867 7770 8988

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

At this time, any member of the public may address the Council/Agency on Closed Session items appearing on the agenda. Speakers shall have limited time of three (3) minutes. Please be brief and to the point.

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 PRESENTATION

A Proclamation of the City Council of the City of Soledad will be presented to Mayor Pro Tempore Maria Corralejo in Honor and Recognition of her Dedicated Service to the City and Citizens of Soledad

VII. CERTIFICATION OF NOVEMBER 5, 2024, ELECTION

1. Resolution No. 6175, A Resolution of the City Council of the City of Soledad Declaring the Canvass of Returns and Results of the Consolidated General Municipal Election held on November 5, 2024

Attachments:
Staff Report
Resolution No. 6175

VIII. OATH OF OFFICE ADMINSTRATED TO INCOMING MAYOR/COUNCILMEMBERS BY CITY CLERK

1. Oath of Office Administered to Incoming Mayor/Councilmembers by City Clerk

Attachments:
Staff Report

IX. SOCIALIZE AND REFRESHMENTS

X. CONSENT CALENDAR

1. Minutes

Attachments:
Staff Report
Minutes of 11-06-2024
Minutes of 11-20-2024

COUNCIL ACTION: _____

2. Warrants

Attachments:
Staff Report
55932 - 56061

COUNCIL ACTION: _____

3. Human Resources Activity Report

Attachments:
Staff Report

COUNCIL ACTION: _____

4. Public Works Activity Report

Attachments:
Staff Report
Public Works Activity Report 12.04.24

COUNCIL ACTION: _____

5. Fire Department Activity Report

Attachments:
Staff Report
Soledad Activity Report 11.2024.pdf
11.2024 Call Volume.pdf

COUNCIL ACTION: _____

6. Police Department Activity

Attachments:
Staff Report
POLICE DEPARTMENT ACTIVITY REPORT.pdf

COUNCIL ACTION: _____

7. Office Of Community Engagement, Department Report

Attachments:
Staff Report

COUNCIL ACTION: _____

8. Community and Economic Development Department Activity Report

Attachments:
Staff Report
Building Permits ISSUED Nov. 2024

COUNCIL ACTION: _____

9. Parks and Recreation Department Activity Report

Attachments:
Staff Report
October 24.pdf

COUNCIL ACTION: _____

10. Resolution No. 6176, A Resolution of the City Council of the City of Soledad Accepting the 2024 Crack Seal Project (No. T23-02) as Complete by Pavement Coatings Co. and Authorizing the

Release of Retention in the Amount of $21,169.75

Attachments:
Staff Report
Resolution No. 6176

COUNCIL ACTION: _____

11. Resolution No. 6177, A Resolution of the City Council of the City of Soledad Approving a Consulting Services Agreement with Harris & Associates to Provide Professional Design Services for a Highway Safety Improvement Program (HSIP) Cycle 11 Project in the Not-to-Exceed Amount of $144,790 and Authorizing the City Manager to Execute Said Consulting Services Agreement on Behalf of the City of Soledad.

Attachments:
Staff Report
Resolution No. 6177
Exhibit A

COUNCIL ACTION: _____

12. Resolution No. 6178, A Resolution of The City Council of the City of Soledad Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Placeworks, Inc. Agreement in an Amount not to Exceed $79,900 for the City's 2045 General Plan Update and 2023-2031 Housing Element Implementation

Attachments:
Staff Report
Resolution No. 6178
Exhibit A
Exhibit B
Exhibit C

COUNCIL ACTION: _____

13. Resolution No. 6180, A Resolution of the City Council of the City of Soledad Approving an Amendment to the Existing Salary Range for the Water Resources Manager Classification Effective December 7, 2024

Attachments:
Staff Report
Resolution No. 6180

COUNCIL ACTION: _____

14. Resolution No. 6182, A Resolution of the City Council of the City of Soledad Approving the Application for the Whale Tail Competitive Grants Program for $48,788 and Authorizing the City Manager to Execute Said Application on Behalf of the City of Soledad

Attachments:

Staff Report
Resolution No. 6182
Whale Tail Grant Application

COUNCIL ACTION: _____

15. Resolution No. 6183, A Resolution of the City Council of the City of Soledad Approving the Purchase of Getac Body Worn Cameras and Cloud Storage in an Amount not to Exceed $60,000 from PCN Strategies, Inc. and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6183
Exhibit A - PCN Strategies, Inc Quote for Getac Cameras

COUNCIL ACTION: _____

XI. BUSINESS

1. Resolution No. 6179, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with Monterey Peninsula Engineering for the Amount of $323,500 Plus a 20% Contingency ($64,700) for a Total Not-to-Exceed Amount of $388,200 for the Front Street Maintenance Project and Authorizing the City Manager to Execute said Contract Change Order on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6179
Exhibit A - CCO No. 2

COUNCIL ACTION: _____

2. Receive City Council Direction to Convert Various Intersections to Multi-Way Stop Control within the City of Soledad

Attachments:
Staff Report
Front Street MWSW Presentation

COUNCIL ACTION: _____

3. Resolution No. 6181, A Resolution Approving the Use of General Fund Operating Reserves and a Budget Amendment in an Amount not to Exceed $50,000 for Professional Services to Initiate a Parcel Tax for the Soledad Fire Department

Attachments:
Staff Report
Resolution No. 6181

COUNCIL ACTION: _____

XII. MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

XIII. COUNCILMEMBERS' REPORTS AND ACKNOWLEGDEMENTS

XIV. CITY MANAGER'S REPORT

XV. FUTURE AGENDA ITEMS

XVI. 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 48hours 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.

Cualquier escrito o documento proporcionado a la mayoría del Concejo Municipal con respecto a cualquier asunto en esta agenda se pondrá a disposición para inspección pública en el Ayuntamiento ubicado en 248 Main Street, Soledad, California durante el horario laboral.

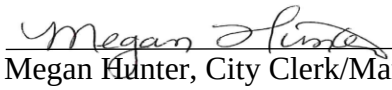
Advanced submittal of public comments via email are due by 2:00 P.M. on the day of the scheduled meeting to the Deputy City Clerk at darlene.noriega@cityofsoledad.com Comments are limited to 250 words or less and effort will be made to read your comment into the record, but some comments may not be read 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.

La entrega anticipada de comentarios públicos por correo electrónico debe presentarse antes de las 2:00 p.m. del día de la reunión programada a la Secretaria Municipal al email darlene.noriega@cityofsoledad.com. Los comentarios están 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. La Secretaria Municipal leerá los comentarios del correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

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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, November 29, 2024, at 5:00 p.m.



11/25/2024

Megan Hunter, City Clerk/Manager

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6175, A Resolution of the City Council of the City of Soledad Declaring the Canvass of Returns and Results of the Consolidated General Municipal Election held on November 5, 2024**

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

FROM: **Mike Rodriquez, City Attorney**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council adopt Resolution No. 6175 "A Resolution of the City Council of the City of Soledad Declaring the Canvass of Returns and Results of the Consolidated General Municipal Election Held on November 5, 2024."

Executive Summary

On November 5, 2024, a Consolidated General Municipal Election was held in the City of Soledad in accordance with State law. The election entailed a vote for the at-large position of Mayor and for the first time, a vote for two councilmember seats in Districts 3 and 4. Based on the final results of the election, incumbent Anna Velazquez was elected as Mayor, Benjamin Caldera was elected as Councilmember in District 3, and Evarista Banuelos was elected as Councilmember in District 4. The City Council is now required to adopt a resolution declaring the canvass of returns and results of the Consolidated General Election held on November 5, 2024, and will thereafter swear in the new City elected officials.

Background

On June 19, 2024, the Soledad City Council adopted Resolution No. 5894 calling for a Consolidated General Municipal Election to be held in the City on November 5, 2024, entailing a vote for the Mayor's at-large position and two council seats in Districts 3 and 4. This is the first time elections have been held by District in the City. At the end of the candidate filing period, only one person had filed for each of the three vacant seats on the Council, but in the interest of maintaining the integrity of the voting process, the Council decided to move forward with the local municipal election.

Review & Analysis

The City Council is required to adopt a resolution declaring the canvass of returns and results of the Consolidated General Municipal Election held on November 5, 2024. This will enable the City Clerk to

sign and deliver a Certificate of Election and to administer the Oath of Office to newly elected individuals, unless otherwise given by another qualified administrator, as prescribed in the State Constitution. The City Clerk will enter the Resolution in the official records of the City as a statement of the results of said Consolidated General Municipal Election.

The results of the election were as follows:

Name of Candidate	Position	Votes Cast
Anna M. Velazquez	Mayor	1,730
Benjamin Caldera	District 3 Councilmember	1,370
Evarista Banuelos	District 4 Councilmember	1,465

Based on the foregoing, the Mayor will serve a new two (2) year term and the Councilmembers will each serve a new term of four (4) years.

Financial Considerations

Not Applicable

Alternatives

The City is required by law to declare the canvass of returns and results for elections as part of its municipal responsibilities.

Planning/CEQA

The election process is not a project subject to analysis pursuant to the provisions of the California Environmental Quality Act- it can be seen with certainty that the process will not have a direct physical change to the environment. CEQA Guidelines Section 15378.

Public Notice Requirements

None

Attachment(s):
Resolution No. 6175

RESOLUTION NO. 6175

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD DECLARING THE CANVASS OF RETURNS AND RESULTS OF THE CONSOLIDATED GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024

WHEREAS, the City Council of the City of Soledad adopted Resolution No. 5894 on June 19, 2024, calling for a Consolidated General Municipal Election to be held in the City on November 5, 2024, entailing a vote for the position of mayor, a vote for the position of District 3 Councilmember, and a vote for District 4 councilmember positions; and

WHEREAS, said Consolidated General Municipal Election was held on Tuesday, November 5, 2024, in accordance with law, and the votes cast were received, canvassed, and the returns ascertained, determined and declared in all respects as required by law; and

WHEREAS, the Certificate of Registrar of Voters, and the attached record of votes cast at the election, was provided to the City Clerk by the Monterey County Registrar of Voters on December 03, 2024, and is attached hereto as **Attachment A.**

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

1. The list of candidates nominated for the office of Mayor to be filled at said Consolidated General Municipal Election, and the names of the candidates which were set forth in the petitions as required by law and set forth on the ballot, and the number of votes cast in favor of each of the candidates, are as follows:

Name of Candidate	Position	Votes Cast
Anna M. Velazquez	Mayor	1,730

2. Anna M. Velazquez was thereby elected Mayor for the term of two (2) years.

3. The list of candidates nominated for the office of District 3 Councilmember to be filled at said Consolidated General Municipal Election, and the names of the candidates which were set forth in the petitions as required by law and set forth on the ballot, and the number of votes cast in favor of each of the candidates, are as follows:

Name of Candidate	Position	Votes Cast
Benjamin Caldera	District 3 Councilmember	1,370

4. Benjamin Caldera was thereby elected as the District 3 Councilmember for a term of (4) years.

5. The list of candidates nominated for the office of District 4 Councilmember to be filled at said Consolidated General Municipal Election, and the names of the candidates which were set forth in the petitions as required by law and set forth on the ballot, and the number of votes cast in favor of each of the candidates, are as follows:

Name of Candidate	Position	Votes Cast
Evarista Banuelos	District 4 Councilmember	1,465

6. Evarista Banuelos was thereby elected as the District 4 Councilmember for a term of (4) years.

7. The City Clerk is hereby authorized to sign and deliver thereto a Certificate of Election and to administer the Oath of Office to each of the above listed elected officials, unless otherwise given by another qualified administrator, prescribed in the Constitution of the State of California.

8. The City Clerk is hereby instructed to enter this Resolution in the official records of the City as a statement of the results of said Consolidated General Municipal Election.

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

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 4th day of December 2024, by the above stated vote of the members thereof, a majority being present.

Date:

_____

MEGAN HUNTER, City Clerk

COUNCIL COMMUNICATION

SUBJECT: **Oath of Office Administered to Incoming Mayor/Councilmembers by City Clerk**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

- Anna Velazquez, Mayor
- Benjamin Caldera, Councilmember District 3
- Evarista Banuelos, Councilmember District 4

COUNCIL COMMUNICATION

SUBJECT: **Minutes**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Regular Meeting
November 06, 2024

CALL TO ORDER

Mayor Velazquez Called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 6:04 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 Cabrera
Councilmember/Agency Member	Fernando Ansaldo-Sánchez

THE FOLLOWING COUNCILMEMBER WAS ABSENT

Mayor Pro Tem/Vice Chair	Maria Corralejo
Councilmember/Agency Member	Evarista Bañuelos

PUBLIC COMMENT ON CLOSED SESSION ITEMS

None

CLOSED SESSION

1. The City Council recessed to closed session pursuant to Government Code Section 54956.8 to give instructions to the City's negotiator concerning the purchase of property located at 1232 Monterey Street, Assessor Parcel Number 022-042-015-000. Instructions may include price and terms of payment.

MEETING RECESS TO CLOSED SESSION

Mayor Velazquez recessed to closed session at 6:08 p.m.

MEETING RECONVIENED FROM CLOSED SESSION

Mayor Velazquez reconvened the meeting at 6:26 p.m.

CLOSED SESSION REPORTS

City Attorney Mike Rodriquez reported with respect to item no. 1, The city council conferred with its real property negotiator regarding the item listed on the agenda. No other reportable action taken.

PLEDGE OF ALLIGIANCE

Paul Farmer led the Pledge of Allegiance

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

None

PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad in Support of Shop Local and Small Business Saturday

The proclamation was presented to the Monterey County Small Business Development Center Director Rodger Gilbert and Central Coast Small Business Development Center Program Manager Jesus Escutia.

2. A Proclamation of the City Council of the City of Soledad observing November 2024 as National Alzheimer's Disease Awareness Month, to honor those with Alzheimer's, their families, and caregivers.

The proclamation was presented to the Soledad Community Healthcare District CEO Ida Lopez Chan and Board President Graig Stephens.

ADDITIONS/MODIFICATIONS TO THE AGENDA

Mayor Velazquez has requested to move the Consent calendar before the presentation no. 3

CONSENT CALENDAR

There were no public comments.

Councilmember Ansaldo-Sanchez requested to have separate comment for item no. C-10.

Mayor Velazquez has requested to have separate discussion for item no. C-13.

Motion: Councilmember Cabrera made motion to approve items C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-11, C-12, and C-14. Motion was seconded by Councilmember Ansaldo-Sanchez and carried by the following vote:

Action
Ayes: Cabrera, Ansaldo-Sanchez, Velazquez
Noes: None
Abstain: None
Absent: Banuelos, Corralejo

C-1. Minutes of 10-23-2024

C-2. Warrants 055762 - 055931

C-3. Human Resources Activity Report

C-4. Police Department Activity Report

C-5. Public Works Activity Report

C-6. Cal Fire Department Activity Report

C-7. Community and Economic Development Department

C-8. Office of Community Engagement, Department Activity Report

C-9. Accept by Minute Motion an update and close out of the emergency declaration regarding the City's water system from the July 31, 2024, Soledad City Council meeting.

C-11. Resolution No. 6169, A Resolution of the City Council of the City of Soledad Approving an Agreement with Cannon Corporation for a water system facilities – Reliability and condition Assessment in the amount not to exceed $151,7000 and Authorizing the City Manager to Execute Said Agreement on Behalf of the City of Soledad

C-14. Resolution No. 6174, A Resolution of the City Council of the City of Soledad Accepting the California Highway Patrol FY 24/25 CTFGP Cannabis Tax Fund Program Education and Enforcement Grant, Authorizing the City Manager to execute the Standard Agreement, and Approving a Related Budget Amendment to the Fiscal Year 24/25 Budget

Motion: Councilmember Ansaldo-Sanchez made motion to approve items C-10 and C-13. Motion was seconded by Councilmember Cabrera and carried by the following vote:

Action
Ayes: Ansaldo Sanchez, Cabrera, Velazquez
Noes: None
Abstain: None
Absent: Banuelos, Corralejo

C-10. Resolution No. 6168, A Resolution of the City Council of the City of Soledad Approving in-kind services, park use fee waiver, and street closure of Front Street between Main Street and Soledad Street for the 38th Annual Christmas and Festivities event at Cesar Chavez Park

Pauline Tomasini thanked the City for getting more involved in the Christmas event and is looking forward to the event.

Mayor Velazquez acknowledged that Councilmember Banuelos is a part of the City Council, however, this scheduled Christmas Parade is an event that City has supported, whether a councilmember is a part of the Christmas Committee or not. There will be a discussion of creating an ad hoc committee and a criterion for sponsorship.

City Manager Hunter said the Christmas Parade is a long-standing event that the City has sponsored for many years. There has been preliminary discussion with the Christmas Committee about having the Tree Lighting on 12/06 at 5:30.

C-13. Resolution No. 6171, A Resolution of the City Council of the City of Soledad Approving the Memorandum of Understanding (MOU) between the City of Soledad and the Hartnell College Foundation for the S.O.A.R Ambassadors Pilot Program – Asset Mapping Project

Community Engagement Manager Jesus Valenzuela presented the staff report. He explained that this S.O.A.R program will be combined into the Soledad Youth Commission, the groups will not be separate. Grant funds will be used for the continued engagement of youth. There is no set stipend amount. The youth commissioners have been hired directly by the City and will be able to work up to 10 hours per week.

PRESENTATIONS

3. County Business Council Chief Operations Officer Paul Farmer, and Kosmont Vice President Robert Valenti gave a Presentation regarding the Soledad Retail Market Assessment.

BUSINESS

B-1. Presentation on the Salinas Valley Safe Routes to Schools Plan

Assistant Engineer Alex Ramos introduced Ecology Action Planner Amelia Conlen who presented the presentation.

There were no public comments.

Councilmembers had numerous questions and comments.

Council Action:
No action was taken.
The presentation was received by the City Council.

B-2. Resolution No. 6172, a Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with Monterey Peninsula Engineering for the Amount of $123,000 plus a 20% Construction Contingency ($24,600) for a total Not-to-Exceed Amount of $147,000 for the Front Street Maintenance Project and Authorizing the City Manager to Execute Said Contract Change Order on Behalf of the City of Soledad

Assistant Engineer Alex Ramos presented the staff report.

Public Works Director Don Wilcox was also present in the meeting and available to answer questions.

City Manager Hunter said there will be a future change order additional enhancements.

There were no public comments.

Motion: Councilmember Ansaldo-Sanchez made motion to approve Resolution No. 6172. Motion was seconded by Councilmember Cabrera and carried by the following vote:

Action

Ayes:	Ansaldo-Sanchez, Cabrera, Velazquez
Noes:	None
Abstain:	None
Absent:	Banuelos, Corralejo

B-3. Resolution No. 6173, 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 $66,287 plus a 20% Construction Contingency of $13,260 for a total not-to-exceed amount of $79,547 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.

Assistant Engineer Alex Ramos presented the staff report.

Public Works Director Don Wilcox was also present in the meeting and available to answer questions.

There were no public comments.

Councilmembers had numerous comments.

City Manager Hunter said the City is exploring getting commercial kitchen status so that it can be rented to small entrepreneurs to do food preparation. There are many activities now at the Community Center, which has made it difficult to rent out to parties because of conflicting programing. Staff are looking at ways to use the investments to allow more opportunities for rental of the kitchen during hours that will not conflict with programming

Motion: Councilmember Ansaldo-Sanchez made motion to approve Resolution No. 6173. Motion was seconded by Councilmember Cabrera and carried by the following vote:

Action

Ayes:	Ansaldo-Sanchez, Cabrera, Velazquez
Noes:	None
Abstain:	None
Absent:	Banuelos, Corralejo

MAYOR'S ANNOUNCEMENTS AND REPORTS

1. On 10/25 she participated in a meeting with City Manager Hunter and Supervisor Lopez to discuss the Hacienda apartments.

2. On 10/27 she attended a Monterey Waterkeeper fund raising event.
3. On 10/28 she attended the Mayors and City Managers meeting.
4. On 10/28 she missed the LAFCO meeting.
5. On 10/31 she attended the Spookfest and Harvest fest Halloween events.
6. On 11/02 she attended the Dia De Los Muertos event at the Soledad Community Center.
7. On 11/04 She was not able to attend the MST meeting.

COUNCILMEMBERS' ACKNOWLEDGEMENTS AND REPORTS

Councilmember Cabrera had 3 items to report:
1. He was not able to attend the Spookfest event in Soledad.
2. On 11/02 he attended the Dia De Los Muertos event at the Soledad Community Center.
3. He attended the TAMC Rail meeting regarding electric vehicles and trains.

Councilmember Ansaldo-Sanchez had 2 items to report:
1. On 11/02 he attended the Dia De Los Muertos event at the Soledad Community Center.
2. The Salinas Valley Solid Waste Authority meeting was cancelled due to lack of quorum.

CITY MANAGERS' REPORT

City Manager Hunter reported 5 items:
1. She is looking forward to working with the University of Kansas which is the top management program for local government.
2. There will be a Veterans Day Celebration on 11/11 starting at 8:00.
3. There will be a mural ribbon cutting on 11/16 starting at 11:00.
4. Senator Caballero's farewell will be on 11/08.
5. Staff are seeking a date to have a ribbon cutting for the newly renovated Soledad Community Center.

FUTURE AGENDA ITEMS

Councilmember Ansaldo-Sanchez requested 1 future agenda item:
1. He would like to explore having an Ad hoc committee for Councilmembers to be to work closer with staff on outreach and communications, or assist with City Sponsored events, marketing, and branding.

Councilmember Cabrera requested 1 future agenda item:
1. He would like to be a part of the Housing Sub Committee when Mayor Pro Tem's term ends.

City Manager Hunter said councilmembers' assignments will be changed in December.

Mayor Velazquez requested 2 future agenda items:
1. She would like to have a discussion or workshop regarding the Miramonte development, the development agreement, and Ag Mitigation making sure the council understands the project.

City Manager Hunter suggested scheduling a study session in January or February 2025 as more information will be available at that time.

Mayor Velazquez asked that the study session be in January.

2. She would also like to have further conversation with Union Pacific regarding the porta potties at the entries and exits of the City. This has been an ongoing problem, and she would like to figure out what further can be done.

   City Manager Hunter said it may be helpful to reach out to Congresswoman Lofgren for assistance. She will also speak with Chief Wasson and the City of Salinas; both may have a contact at Union Pacific. She will also reach out to Supervisor Lopez regarding the unincorporated land that the porta potties are parked on.

ADJOURNMENT

Meeting adjourned at 9:04 p.m.

Minutes Approved: December 04, 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
November 20, 2024

CALL TO ORDER

Mayor Velazquez Called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 6:05 p.m.

ROLL CALL

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

Mayor/Chair	Anna M. Velazquez
Mayor Pro Tem/Vice Chair	Maria Corralejo
Councilmember/Agency Member	Fernando Cabrera
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Evarista Bañuelos

THE FOLLOWING COUNCILMEMBER WAS ABSENT

None

PLEDGE OF ALLIGIANCE

Evarista Banuelos led the Pledge of Allegiance.

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

Mayor Velazquez said there would be one addition made to the agenda, and Councilmember Ansaldo-Sanchez would present that information.

Councilmember Ansaldo-Sanchez announced that November 20, 2024, is Transgender Day of Remembrance. He also read information explaining what the day meant.

There was a moment of silence at this time.

BUSINESS

B-1. Meet and Greet of the Soledad Youth Council and the Soledad City Council.

Community Engagement Manager Jesus Valenzuela briefly introduced members of the youth council. At this time, the council came down from the dais and joined the Soledad youth Council.

ADJOURNMENT

Meeting adjourned at 7:24 p.m.

Minutes Approved: December 4, 2024

_____
ANNA M. VELAZQUEZ, Mayor/Chair

_____
MEGAN HUNTER, City Manager

COUNCIL COMMUNICATION

SUBJECT: **Warrants**

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

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**



Soledad, CA

Check Report

By Check Number

Date Range: -

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
Bank Code: APRAB-Mechanics Bank							
360PSM	360PSM INC.		11/19/2024	EFT	0.00	-8,884.89	10000
360PSM	360PSM INC.		11/19/2024	EFT	0.00	8,884.89	10000
Community-4	Invoice	11/15/2024	Labor Compliance CC Modernization		0.00	1,060.88	
Community-5	Invoice	11/15/2024	Labor Compliance CC Modernization		0.00	2,055.46	
Crack Seal - 4	Invoice	11/15/2024	Labor Compliance - Crack Seal		0.00	729.36	
Crack Seal - 5	Invoice	11/15/2024	Labor Compliance - Crack Seal		0.00	1,326.10	
Front Street 2	Invoice	11/15/2024	Labor Compliance - Front Street		0.00	2,055.46	
Front Street 3	Invoice	11/15/2024	Labor Compliance - Front Street		0.00	1,657.63	
360PSM	360PSM INC.		11/21/2024	EFT	0.00	8,884.89	10001
Community-4	Invoice	11/15/2024	Labor Compliance CC Modernization		0.00	1,060.88	
Community-5	Invoice	11/15/2024	Labor Compliance CC Modernization		0.00	2,055.46	
Crack Seal - 4	Invoice	11/15/2024	Labor Compliance - Crack Seal		0.00	729.36	
Crack Seal - 5	Invoice	11/15/2024	Labor Compliance - Crack Seal		0.00	1,326.10	
Front Street 2	Invoice	11/15/2024	Labor Compliance - Front Street		0.00	2,055.46	
Front Street 3	Invoice	11/15/2024	Labor Compliance - Front Street		0.00	1,657.63	
AFLAC	AFLAC HEADQUARTERS		11/15/2024	Regular	0.00	2,070.10	55932
INV0000007	Invoice	11/15/2024	AFLAC CONTRIBUTION		0.00	901.33	
INV0000008	Invoice	11/15/2024	AFLAC CONTRIBUTION		0.00	1,168.77	
CALIFS	CALIFORNIA STATE DISBURSEMENT UNIT		11/15/2024	Regular	0.00	1,061.07	55933
INV0000010	Invoice	11/15/2024	CHILD SUPPORT CONTRIBUTION		0.00	1,061.07	
COMM F	COMMUNITY FOUNDATION FOR MONTEREY CC		11/15/2024	Regular	0.00	120.00	55934
INV0000009	Invoice	11/15/2024	CAPITAL CAMPAIGN DONATION		0.00	120.00	
VANTAG	MISSION SQUARE-303584		11/15/2024	Regular	0.00	11,146.86	55935
INV0000006	Invoice	11/15/2024	EMPLOYEE DEDUCTION		0.00	243.42	
INV0000011	Invoice	11/15/2024	DEFERRED-EMPLOYEE PORTION		0.00	572.83	
INV0000012	Invoice	11/15/2024	Directors' 7% Ret. Contr.		0.00	472.07	
INV0000013	Invoice	11/15/2024	DEFERRED-EMPLOYEE PORTION		0.00	7,645.00	
INV0000014	Invoice	11/15/2024	DEFERRED-EMPLOYEE PORTION		0.00	2,213.54	
SEIU L	SEIU LOCAL 521		11/15/2024	Regular	0.00	1,379.56	55936
INV0000029	Invoice	11/15/2024	EMPLOYEE CONTRIBUTION		0.00	23.00	
INV0000030	Invoice	11/15/2024	EMPLOYEE CONTRIBUTION		0.00	1,356.56	
SPOA	SOLEDAD POLICE OFFICERS ASSOCIATION		11/15/2024	Regular	0.00	780.00	55937
INV0000033	Invoice	11/15/2024	POLICE OFFICERS CONTRIBUTIONS		0.00	780.00	
STAEDD	STATE OF CALIFORNIA E.D.D.		11/15/2024	Regular	0.00	12,283.16	55938
INV0000037	Invoice	11/15/2024	STATE TAX W/H		0.00	12,283.16	
STPERS	STATE OF CALIFORNIA PERS		11/15/2024	Regular	0.00	53,064.89	55939
INV0000015	Invoice	11/15/2024	CHIEF & LIEUTENANT		0.00	3,448.01	
INV0000016	Invoice	11/15/2024	City of Soledad Conf PEPRA		0.00	295.10	
INV0000017	Invoice	11/15/2024	EMPLOYEE CONTRIBUTION		0.00	9,053.91	
INV0000018	Invoice	11/15/2024	City of Soledad Regular Empl		0.00	9,493.74	
INV0000019	Invoice	11/15/2024	City of Soledad Police		0.00	6,217.40	
INV0000020	Invoice	11/15/2024	City of Soledad Conf. Employee		0.00	330.78	
INV0000021	Invoice	11/15/2024	City of Soledad Reg Managers		0.00	527.49	
INV0000022	Invoice	11/15/2024	City of Soledad Managers		0.00	764.87	
INV0000023	Invoice	11/15/2024	City of Soledad Police		0.00	2,354.89	
INV0000024	Invoice	11/15/2024	City of Soledad Police		0.00	2,284.04	
INV0000025	Invoice	11/15/2024	City of Soledad Police		0.00	338.91	

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INV0000026	Invoice	11/15/2024	City of Soledad Police		0.00	6,212.87	
INV0000027	Invoice	11/15/2024	EMPLOYEE CONTRIBUTION		0.00	4,597.25	
INV0000028	Invoice	11/15/2024	City of Soledad Regular Empl		0.00	7,145.63	
	Void		11/15/2024	Regular	0.00	0.00	55940
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/15/2024	Regular	0.00	-5,925.33	55941
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/15/2024	Regular	0.00	5,925.33	55941
INV0000004	Invoice	11/15/2024	DENTAL INSURANCE		0.00	3,146.63	
INV0000005	Invoice	11/15/2024	VISION INSURANCE		0.00	511.56	
INV0000031	Invoice	11/15/2024	LIFE, AD&D, LTD		0.00	1,893.55	
INV0000032	Invoice	11/15/2024	SUPPLEMENTAL		0.00	373.59	
UNIWAY	UNITED WAY MONTEREY COUNTY		11/15/2024	Regular	0.00	2.00	55942
INV0000034	Invoice	11/15/2024	UNITED WAY CONTRIBUTIONS		0.00	2.00	
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/15/2024	Regular	0.00	2,267.14	55943
INV0000031	Invoice	11/15/2024	LIFE, AD&D, LTD		0.00	1,893.55	
INV0000032	Invoice	11/15/2024	SUPPLEMENTAL		0.00	373.59	
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/15/2024	Regular	0.00	3,658.19	55944
INV0000004	Invoice	11/15/2024	DENTAL INSURANCE		0.00	3,146.63	
INV0000005	Invoice	11/15/2024	VISION INSURANCE		0.00	511.56	
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/15/2024	Regular	0.00	-3,658.19	55944
PRINCI	PRINCIPAL LIFE INSURANCE COMPANY		11/15/2024	Regular	0.00	3,658.19	55945
INV0000004	Invoice	11/15/2024	DENTAL INSURANCE		0.00	3,146.63	
INV0000005	Invoice	11/15/2024	VISION INSURANCE		0.00	511.56	
ACCBUS	ACC BUSINESS		11/16/2024	Regular	0.00	1,026.20	55946
242880500	Invoice	11/15/2024	Gatway Internet		0.00	1,026.20	
ACCBUS	ACC BUSINESS		11/16/2024	Regular	0.00	2,042.49	55947
0001227213	Invoice	11/15/2024	Internet Service		0.00	2,042.49	
ACCBUS	ACC BUSINESS		11/16/2024	Regular	0.00	1,348.53	55948
24919939	Invoice	11/15/2024	WW Internet Service		0.00	1,348.53	
ACCBUS	ACC BUSINESS		11/16/2024	Regular	0.00	2,466.43	55949
242843177	Invoice	11/15/2024	Internet - City Hall		0.00	2,466.43	
ALCANA	ALCANTAR ACE HARDWARE		11/16/2024	Regular	0.00	1,007.44	55950
2606/1	Invoice	11/15/2024	PVC Glue / Primer		0.00	39.31	
2712/1	Invoice	11/15/2024	Fastners		0.00	1.41	
2824/1	Invoice	11/15/2024	Socket Adapter		0.00	10.91	
2851/1	Invoice	11/15/2024	Blade Tree Pruner		0.00	31.67	
2854/1	Invoice	11/15/2024	Breaker Box - Water Trailer		0.00	10.91	
2858/1	Invoice	11/15/2024	Fastners For Towel Dispenser		0.00	5.51	
2866/1	Invoice	11/15/2024	Irrigation Repairs		0.00	12.15	
2913/1	Invoice	11/15/2024	Janitorial		0.00	13.10	
2914/1	Invoice	11/15/2024	Paint Sprayer Oil		0.00	32.75	
2922/1	Invoice	11/15/2024	Cable Ties		0.00	12.55	
2925/1	Invoice	11/15/2024	Community Message Board		0.00	27.29	
2929/1	Invoice	11/15/2024	Bib Well #6 Plant Repairs		0.00	79.70	
2930/1	Invoice	11/15/2024	Paint Roller & Tray		0.00	7.20	
2935/1	Invoice	11/15/2024	Cordless Bit Holder		0.00	19.65	
2940/1	Invoice	11/15/2024	Fastners		0.00	9.83	
2947/1	Invoice	11/15/2024	Office Lights		0.00	18.11	
2961/1	Invoice	11/15/2024	Key Copy Plant		0.00	4.37	
2963/1	Invoice	11/15/2024	Screws		0.00	3.27	
3013/1	Credit Memo	11/15/2024	Return Item Well #6		0.00	-27.30	
3014/1	Invoice	11/15/2024	Well #6 Repairs		0.00	14.19	
3022/1	Invoice	11/15/2024	Water Gauge Tubing - Vac Truck		0.00	47.79	
3029/1	Invoice	11/15/2024	Gym Wall Winch Repair		0.00	17.47	

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3032/1	Invoice	11/04/2024	Locks for Well #6 & #10		0.00	360.48	
3042/1	Invoice	11/15/2024	Gym Pad Repairs		0.00	18.56	
3056/1	Invoice	11/15/2024	Nails for USA 811		0.00	9.38	
3057/1	Invoice	11/15/2024	Acrylic Sheet Community Board		0.00	143.08	
3058/1	Invoice	11/15/2024	Gym Door Repair		0.00	6.54	
3138/1	Invoice	11/15/2024	UV Station Parts Repair		0.00	7.64	
3186/1	Invoice	11/15/2024	Corp Yard Gate Rollers		0.00	69.92	
ALLINS	ALLIANT INSURANCE SERVICES, INC-NPB MAIN		11/16/2024	Regular	0.00	379.00	55951
110524	Invoice	11/15/2024	Special Event Insurance		0.00	379.00	
AMAZON	AMAZON CAPITAL SERVICES		11/16/2024	Regular	0.00	3,355.34	55952
134D-DWTC-SK4H	Invoice	11/15/2024	FD Truck Equipment		0.00	703.93	
13JM-MRTX-FRNC	Invoice	11/15/2024	Light Bulbs		0.00	51.35	
167R-FGKD-7GT4	Invoice	11/15/2024	Office Supplies		0.00	9.37	
1DFH-7TNG-LXV4	Invoice	11/15/2024	Parts for Service Truck Crane		0.00	290.33	
1DQQ-CHM9-TR...	Invoice	11/15/2024	Eden Valley Event		0.00	253.40	
1DR9-J-TD-HV9V	Invoice	11/15/2024	FD Truck Equipment		0.00	130.49	
1FFT-4D93-DR3W	Invoice	11/15/2024	Water Fountain Filter & Stage Liftf Folder ...		0.00	249.15	
1GJM-VHWP-11C3	Invoice	11/15/2024	Nuts and Bolts		0.00	37.45	
1GLP-3NYX-4C9H	Invoice	11/15/2024	Lock Out / Tag OLP		0.00	77.88	
1KWX-MV9K-KN...	Invoice	11/15/2024	Vic Advocate Program		0.00	326.21	
1LCP-T9D4-JWY3	Invoice	11/15/2024	Light Bar - Spill Trailer		0.00	65.44	
1MJN-47JJ-4NQX	Invoice	11/15/2024	VA Program		0.00	43.32	
1Q76-6DKC-DJX4	Invoice	11/15/2024	Camera		0.00	131.05	
1R4M-VHQJ-61K7	Invoice	11/15/2024	Light Switch		0.00	72.56	
1TM3-R43Q-6YRT	Invoice	11/15/2024	Cover for log Splitter		0.00	43.69	
1VJ7-6KXR-1Q7P	Invoice	11/15/2024	Parts for Service Truck Crane		0.00	151.90	
1WM9-K6GG-D4...	Invoice	11/15/2024	FD Office Ink		0.00	166.32	
1WTM-F1KN-TL67	Invoice	11/15/2024	Office Supplies		0.00	501.26	
1X9P-FNQT-FWQJ	Invoice	11/15/2024	Microphones		0.00	50.24	
AMESUP	AMERICAN SUPPLY COMPANY		11/16/2024	Regular	0.00	73.72	55953
3044559	Invoice	11/15/2024	Cleaning Supplies		0.00	73.72	
ANALGE	ANALGESIC SERVICES, INC.		11/16/2024	Regular	0.00	93.28	55954
HT2400	Invoice	11/15/2024	FD EMS Supplies		0.00	93.28	
ANIMAL	ANIMAL DAMAGE MANAGEMENT, INC.		11/16/2024	Regular	0.00	200.00	55955
365325	Invoice	11/15/2024	Rodent Control / Chavez & Vosti		0.00	200.00	
ATTCAL	AT&T		11/16/2024	Regular	0.00	360.24	55956
000022487427	Invoice	11/15/2024	Cell Phone		0.00	360.24	
AUTOZO	AUTOZONE LLC		11/16/2024	Regular	0.00	2,518.28	55957
0509798687	Invoice	11/15/2024	Headlight Bulbs		0.00	105.48	
05509788147	Invoice	11/15/2024	Wiper Blades		0.00	130.50	
05509788149	Invoice	11/15/2024	Wiper Blades		0.00	65.25	
05509790471	Invoice	11/15/2024	Fuel Pump Replacement		0.00	799.31	
05509790752	Invoice	11/15/2024	Brake Fluid		0.00	33.40	
05509790756	Invoice	11/15/2024	Brake Fluid		0.00	66.79	
05509790758	Invoice	11/15/2024	Brake Fluid		0.00	66.79	
05509791219	Invoice	11/15/2024	Hand Towel / Batteries		0.00	11.59	
05509791310	Invoice	11/15/2024	Transmission Fluid		0.00	74.25	
05509794695	Invoice	11/15/2024	Engine Oil		0.00	45.79	
05509795166	Invoice	11/15/2024	Washer Fluid		0.00	36.41	
05509795220	Invoice	11/15/2024	Tool for Flock Camera		0.00	7.82	
05509795299	Invoice	11/15/2024	Flock Camera Repairs		0.00	71.76	
05509798567	Invoice	11/15/2024	Tie Rod Ends		0.00	75.67	
05509798687	Invoice	11/15/2024	Headlight Bulb		0.00	105.48	
05509798957	Invoice	11/15/2024	Brake Calipers		0.00	281.62	
05509798992	Invoice	11/15/2024	Fuses		0.00	10.94	

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05509799679	Invoice	11/15/2024	Cooper Wahers		0.00	34.63	
05509802320	Invoice	11/15/2024	Fog Light Bulbs		0.00	210.95	
05509802322	Credit Memo	11/15/2024	Break Calipers		0.00	-281.62	
05509802331	Invoice	11/15/2024	Brake Calipers		0.00	282.71	
05509802355	Invoice	11/15/2024	Brake Bood Hardware		0.00	53.23	
05509802447	Credit Memo	11/15/2024	Bracketed Caliper		0.00	-132.65	
05509802469	Invoice	11/15/2024	Brake Fluid		0.00	66.79	
06290933447	Invoice	11/15/2024	ABS Sensor 03 Dakota		0.00	295.39	
BADGER	BADGER METER, INC.		11/16/2024	Regular	0.00	1,379.52	55958
80175499	Invoice	11/15/2024	Meter Cell Monthly Signol		0.00	1,379.52	
BLOK MOD	BLOCK MODULAR CONSTRUCTORS, INC.		11/16/2024	Regular	0.00	47,842.00	55959
MOD0042-001	Invoice	11/15/2024	Corp Yard Modular		0.00	47,842.00	
BOUTRE	BOUND TREE MEDICAL, LLC.		11/16/2024	Regular	0.00	229.33	55960
85533499	Invoice	11/15/2024	FD EMS Supplies		0.00	229.33	
BUILDX	BUILDX CONSTRUCTION INC		11/16/2024	Regular	0.00	4,590.00	55961
1666	Invoice	11/15/2024	TF Window Replacement		0.00	4,590.00	
BURKE	BURKE, WILLIAMS & SORENSEN, LLP		11/16/2024	Regular	0.00	93.00	55962
330470	Invoice	11/15/2024	Attorney Services		0.00	93.00	
CISO	CITY OF SOLEDAD		11/16/2024	Regular	0.00	31,915.96	55963
102924	Invoice	11/15/2024	Water Services		0.00	31,915.96	
CWEA	CWEA		11/16/2024	Regular	0.00	239.00	55964
110524	Invoice	11/15/2024	CWEA Membership Dues - A Uribe		0.00	239.00	
CWEAMB	CWEA-MBS		11/16/2024	Regular	0.00	239.00	55965
110524	Invoice	11/15/2024	CWEA Membership Paul Rendon		0.00	239.00	
GUERR	DAMIAN GUERRERO		11/16/2024	Regular	0.00	9,150.00	55966
170	Invoice	11/15/2024	Ramus Park Oak Tree		0.00	700.00	
171	Invoice	11/12/2024	MST Water Line Repair Orchard Lane/San ...		0.00	550.00	
172	Invoice	11/15/2024	MST Water Line Repair		0.00	200.00	
173	Invoice	11/15/2024	MST Water Line Repair		0.00	250.00	
174	Invoice	11/15/2024	MST Water Repair		0.00	300.00	
175	Invoice	11/15/2024	River Bottom Trash		0.00	100.00	
176	Invoice	11/15/2024	River Bottom Trash		0.00	100.00	
177	Invoice	11/15/2024	River Bottom Trash		0.00	100.00	
178	Invoice	11/15/2024	River Bottom Trash		0.00	100.00	
179	Invoice	11/15/2024	Rancho San Vicente		0.00	1,500.00	
181	Invoice	11/15/2024	Orchard Villas		0.00	1,750.00	
182	Invoice	11/15/2024	Davelos Bioswel		0.00	1,750.00	
183	Invoice	11/15/2024	Bioswell Orchard Villas		0.00	1,750.00	
DATA	DATAFLOW BUSINESS SYSTEMS, INC.		11/16/2024	Regular	0.00	212.91	55967
405403	Invoice	11/15/2024	Comm Center Copier		0.00	63.11	
405971	Invoice	11/15/2024	CH Copier (Front Office)		0.00	149.80	
DAVIDC	DAVID CONSTRUCTION & MANAGEMENT, INC		11/16/2024	Regular	0.00	302,581.60	55968
2402604	Invoice	11/15/2024	Community Center Modernization		0.00	302,581.60	
ALHAMB	DS SERVICES OF AMERICA, INC.		11/16/2024	Regular	0.00	222.82	55969
21460558 102424	Invoice	11/15/2024	PD Water		0.00	222.82	
DUNNED	DUNN EDWARDS PAINTS		11/16/2024	Regular	0.00	1,670.76	55970
2046A06488	Invoice	11/15/2024	Paint for Graffiti Removal		0.00	1,670.76	
EDGES	EDGES ELECTRICAL GROUP, LLC		11/16/2024	Regular	0.00	743.16	55971
S6283081.001	Invoice	11/15/2024	City Influent PH Probe		0.00	615.27	
S6290024.001	Invoice	11/15/2024	Contactor - MCC A/C Unit		0.00	127.89	

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ELCAMI	EL CAMINO ELECTRIC, INC.		11/16/2024	Regular	0.00	111.29	55972
7120	Invoice	11/15/2024	Street Light Repair		0.00	111.29	
OZUNA EMILA	EMILIA OZUNA		11/16/2024	Regular	0.00	300.00	55973
102324	Invoice	11/15/2024	Face Painting - Dia De Los Muertos		0.00	300.00	
EDIS	EMPLOYER DRIVEN INSURANCE SERVICES		11/16/2024	Regular	0.00	5,319.84	55974
353987-0	Invoice	11/15/2024	Medical Admin Fees		0.00	5,319.84	
EVERBA	EVERBANK, N.A.		11/16/2024	Regular	0.00	321.37	55975
10161279	Invoice	11/15/2024	PD Copier Lease		0.00	164.89	
41984429	Invoice	11/15/2024	CH Copier		0.00	156.48	
FERENT	FERGUSON ENTERPRISES INC. 1423		11/16/2024	Regular	0.00	1,193.17	55976
1856155-1	Invoice	11/16/2024	Neptune Cell Meter Signal		0.00	387.45	
1871107	Invoice	11/15/2024	Neptune Battery		0.00	805.72	
GARVEY	GARVEY EQUIPMENT COMPANY		11/16/2024	Regular	0.00	6,761.64	55977
164344	Invoice	11/15/2024	FD Truck Equipment		0.00	6,761.64	
GAVILA	GAVILAN CRANE & RIGGING, INC.		11/16/2024	Regular	0.00	2,300.00	55978
8368	Invoice	11/15/2024	Relocate 40ft Container		0.00	2,300.00	
GRAINE	GRAINGER		11/16/2024	Regular	0.00	210.89	55979
9303709100	Invoice	11/15/2024	Backpack Sprayer - Plant		0.00	182.42	
9308935387	Invoice	11/15/2024	Battery Temp Tester		0.00	28.47	
HARASS	HARRIS & ASSOCIATES		11/16/2024	Regular	0.00	6,078.50	55980
64965	Invoice	11/15/2024	Front St Proj TO No 4		0.00	6,078.50	
PARTST	HCOP, LLC/PARTS TREE.COM		11/16/2024	Regular	0.00	160.41	55981
2-9876275	Invoice	11/15/2024	Gearbox Bushing		0.00	160.41	
HOMEDE	HOME DEPOT CREDIT SERVICES		11/16/2024	Regular	0.00	83.16	55982
102124	Invoice	11/15/2024	Various Charges - 6035322540653049		0.00	83.16	
VASQUEZ SHOT	HUGO AGUAYO VASQUEZ MBR		11/16/2024	Regular	0.00	2,444.40	55983
110524	Invoice	11/15/2024	October Karate Instruction		0.00	926.10	
111324	Invoice	11/15/2024	November Karate Instruction		0.00	1,518.30	
HYDROT	HYDRO TURF INC.		11/16/2024	Regular	0.00	103.57	55984
1796886	Invoice	11/15/2024	Quick Couplier		0.00	103.57	
INFOSE	INFOSEND, INC		11/16/2024	Regular	0.00	5,225.68	55985
274523	Invoice	11/15/2024	Utility Billing Maining		0.00	5,225.68	
VANZEE ISAIAH	ISAIAH VANZEE		11/16/2024	Regular	0.00	1,675.00	55986
110724	Invoice	11/15/2024	Rio Hondo Fire Truck Academy		0.00	1,675.00	
JARFAY	JARVIS FAY LLP		11/16/2024	Regular	0.00	16,343.50	55987
19427	Invoice	11/15/2024	Legal Services		0.00	392.00	
19541	Invoice	11/15/2024	Legal Services		0.00	10,962.00	
19543	Invoice	11/15/2024	Miramonte Specific Plan		0.00	1,510.50	
19544	Invoice	11/15/2024	Legal Services		0.00	3,479.00	
REYTIR	JESUS REYES		11/16/2024	Regular	0.00	115.00	55988
014162	Invoice	11/15/2024	Wheel Alignment		0.00	115.00	
KEITH	KEITH DAY COMPANY INC.		11/16/2024	Regular	0.00	8,131.25	55989
61708	Invoice	11/15/2024	Dirt Removal Storm Basin		0.00	8,131.25	
LNCURT	L.N. CURTIS & SON		11/16/2024	Regular	0.00	1,736.15	55990
INV882841	Invoice	11/15/2024	FD Truck Equip		0.00	998.42	
PINV943346	Invoice	11/15/2024	FD Foam Equip		0.00	737.73	
LAWPRO	LAWSON PRODUCTS		11/16/2024	Regular	0.00	1,249.55	55991

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9311964680	Invoice	11/15/2024	Drill Bits - Shop Restock		0.00	426.39	
9312001813	Invoice	11/15/2024	Gloves / Shop Tools		0.00	465.08	
9312001814	Invoice	11/15/2024	Tools		0.00	193.68	
9312001815	Invoice	11/15/2024	Safety Glasses		0.00	82.20	
9312001816	Invoice	11/15/2024	Safety Glasses		0.00	82.20	
ZAVALA	LETICIA ZAVALA DIAZ		11/16/2024	Regular	0.00	612.50	55992
SPD110724	Invoice	11/15/2024	Bilingual Exam		0.00	612.50	
LEXIPO	LEXIPOL, LLC		11/16/2024	Regular	0.00	4,110.95	55993
INVPM11242186	Invoice	11/15/2024	Maintenance Agreement		0.00	4,110.95	
LEYTOW	LEYVA'S TOWING, INC.		11/16/2024	Regular	0.00	790.00	55994
14176	Invoice	11/15/2024	Honda Civic Tow		0.00	150.00	
14181	Invoice	11/15/2024	Ford F-350 Service Truck		0.00	280.00	
14185	Invoice	11/15/2024	20 Ft Container Move		0.00	260.00	
14931	Invoice	11/15/2024	Patrol Car Tow		0.00	100.00	
MADRID OLGUIN	MANUEL MADRID-OLGUIN		11/16/2024	Regular	0.00	27.50	55995
110824	Invoice	11/15/2024	See's Candies for Volunteer BBQ		0.00	27.50	
AGULAR MARIA	MARIA SARA AGUILAR		11/16/2024	Regular	0.00	300.00	55996
110724	Invoice	11/15/2024	Hot Chocolate - Dia De Los Muertos		0.00	300.00	
ZEPEDA MARICRUZ	MARICRUZ ZEPEDA		11/16/2024	Regular	0.00	75.00	55997
110524	Invoice	11/15/2024	1 Coach Refund		0.00	75.00	
MARIMO	MARISELA MORENO		11/16/2024	Regular	0.00	91.35	55998
101724	Invoice	11/15/2024	CA State Required Notary Training		0.00	91.35	
MBASIA	MBASIA		11/16/2024	Regular	0.00	36,610.03	55999
GHC0058802-4	Invoice	06/30/2024	Liability Insurance Claim		0.00	5,235.60	
GHC0058802-5	Invoice	11/15/2024	Liability Insurance Claim		0.00	5,928.98	
GHC0066918-2	Invoice	06/30/2024	Liabilty Inxurance Claim		0.00	77.60	
GHC0066918-3	Invoice	11/15/2024	Liability Insurance Claim		0.00	145.50	
GHC0072920-1	Invoice	06/30/2024	Liability Insurance Claim		0.00	5,761.90	
GHC0072920-2	Invoice	11/15/2024	Liability Insurance Claim		0.00	19,460.45	
MISLAW	MISSION LAWN AND GARDEN CARE		11/16/2024	Regular	0.00	19,045.00	56000
7886	Invoice	11/15/2024	DG Pad for Container		0.00	6,000.00	
7900	Invoice	11/15/2024	Orchard Villas Landscape		0.00	2,800.00	
7901	Invoice	11/15/2024	Gabilan Dr Maint		0.00	680.00	
7902	Invoice	11/15/2024	Liberty Court Maintenance		0.00	400.00	
7905	Invoice	11/15/2024	Orchard Maintenance		0.00	780.00	
7909	Invoice	11/15/2024	Orchard Lane Landscaping		0.00	2,800.00	
7910	Invoice	11/15/2024	Front Street / Rancho San Vicente		0.00	1,650.00	
7915	Invoice	11/15/2024	Monthly Landscap Fire Dept Sept		0.00	100.00	
7916	Invoice	11/15/2024	Monthly Landscape Maint Oct		0.00	100.00	
7917	Invoice	11/15/2024	Irrigation Timer Installation		0.00	285.00	
7928	Invoice	11/15/2024	Storm Outfall A / Weeds Clean Up		0.00	2,800.00	
7929	Invoice	11/15/2024	Front Street Maint		0.00	650.00	
MNS	MNS ENGINEERS, INC		11/16/2024	Regular	0.00	20,881.25	56001
87542	Invoice	11/15/2024	Eng West St Rd Diet		0.00	16,910.00	
87837	Invoice	11/15/2024	Eng West St Rd Diet		0.00	3,971.25	
MCPROP	MONTEREY COUNTY TAX COLLECTOR		11/16/2024	Regular	0.00	9,985.12	56002
121024	Invoice	11/15/2024	Property Taxes		0.00	9,985.12	
OREAUT	O'REILLY AUTO PARTS		11/16/2024	Regular	0.00	811.87	56003
3566-218493	Invoice	11/15/2024	Vapor Canister		0.00	150.81	
3566-218905	Invoice	11/15/2024	Repairs 03 Dakota		0.00	13.62	
3566-218985	Invoice	11/15/2024	Door Handle 99 GMC		0.00	51.46	
3566-219490	Invoice	11/15/2024	2 Cycle Oil		0.00	10.91	

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3566-219570	Invoice	11/15/2024	Fuel Spouts		0.00	21.83	
3566-219615	Invoice	11/15/2024	Starter 99 Chevy		0.00	129.55	
3566-219616	Credit Memo	11/15/2024	Core		0.00	-10.93	
3566-219912	Invoice	11/15/2024	Battery & Box - Bypass Trailer		0.00	283.30	
3566-219945	Invoice	11/15/2024	Battery Charger - Shop		0.00	52.43	
3566-220586	Invoice	11/15/2024	Gasket & Repairs 03 Dakota		0.00	56.36	
3566-220644	Invoice	11/15/2024	Park Brake 03 Dakota		0.00	20.48	
3566-220819	Invoice	11/15/2024	Casket 03 Dakota		0.00	1.18	
3566-220830	Invoice	11/15/2024	Vent Valve 17 Chevy		0.00	36.23	
3566-220831	Invoice	11/15/2024	Disc Brake Hardware		0.00	33.22	
3566-221742	Invoice	11/15/2024	Oil Change 17 Chevy		0.00	52.91	
3566-221784	Invoice	11/15/2024	Trailer Light		0.00	6.11	
4731-478583	Credit Memo	11/15/2024	Core		0.00	-87.60	
4731-479866	Credit Memo	11/15/2024	Core Return		0.00	-10.00	
P.G.E.	PACIFIC GAS & ELECTRIC		11/16/2024	Regular	0.00	36,620.25	56004
101824	Invoice	11/15/2024	Electricty		0.00	3,164.43	
102224	Invoice	11/15/2024	Electricity		0.00	4,799.43	
102424	Invoice	11/15/2024	Electricity		0.00	28,656.39	
PAPE M	PAPE MATERIAL HANDLING INC.		11/16/2024	Regular	0.00	586.66	56005
18025044	Invoice	11/15/2024	Replace Forklift Seat		0.00	586.66	
GUERRERO PATRICK	PATRICK GUERRERO		11/16/2024	Regular	0.00	1,675.00	56006
110724	Invoice	11/15/2024	Rio Hondo Fire Truck Training		0.00	1,675.00	
PAVEME	PAVEMENT ENGINEERING, INC.		11/16/2024	Regular	0.00	1,720.00	56007
2408-057	Invoice	11/15/2024	2024 Crack Seal		0.00	1,720.00	
PEBBLE	PEBBLE BEACH COMMUNITY SERVICES DISTRICT		11/16/2024	Regular	0.00	4,812.98	56008
24-0930SOL-A	Invoice	11/15/2024	FD AVL Location		0.00	4,812.98	
PENINS	PENINSULA WELDING & MEDICAL SUPPLY, INC.		11/16/2024	Regular	0.00	211.95	56009
268836	Invoice	11/15/2024	Welding Cart - Shop		0.00	79.95	
269429	Invoice	11/15/2024	Cylinder Tanks Rental		0.00	132.00	
RODRIP	PRISCILIA RODRIGUEZ		11/16/2024	Regular	0.00	104.18	56010
111524	Invoice	11/15/2024	Storage Containers - Event Decor		0.00	43.61	
111524A	Invoice	11/15/2024	Teen Night Food		0.00	60.57	
PROSQU	PROSQUAD		11/16/2024	Regular	0.00	689.56	56011
0228934	Invoice	11/15/2024	Black Polo (6)		0.00	360.05	
41263	Invoice	11/15/2024	Baton - Solis		0.00	242.25	
41290	Invoice	11/15/2024	Hats (4)		0.00	87.26	
CULLIG	QUALITY WATER ENTERPRISES, INC.		11/16/2024	Regular	0.00	406.87	56012
1245497	Invoice	11/15/2024	Water Service		0.00	197.87	
1246354	Invoice	11/15/2024	WWTP Water Service		0.00	209.00	
QUICOM	QUINN COMPANY		11/16/2024	Regular	0.00	89.28	56013
PC020300326	Invoice	11/15/2024	Hydraulic Line Stainer		0.00	89.28	
TERMIN	RENTOKIL NORTH AMERICA INC		11/16/2024	Regular	0.00	177.00	56014
452760946	Invoice	11/15/2024	WWTP Pest Control		0.00	57.00	
453309902	Invoice	11/15/2024	Pest Control		0.00	60.00	
453309963	Invoice	11/15/2024	OLP Pest Control		0.00	60.00	
AGUILA	ROLANDO AGUILAR		11/16/2024	Regular	0.00	111.32	56015
111524	Invoice	11/15/2024	Halloween Event Items / Fog Machine, etc		0.00	51.32	
111524A	Invoice	11/15/2024	STEAM Activity Items		0.00	43.68	
112924	Invoice	11/15/2024	Senior Lunch Raffle Gifts 11/12/24		0.00	16.32	
HOLGUI	RYAN HOLGUIN		11/16/2024	Regular	0.00	1,675.00	56016

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110724	Invoice	11/15/2024	Rio Hondo Fire Truck Traning		0.00	1,675.00	
SAFEST	SAFESTORE, INC		11/16/2024	Regular	0.00	889.69	56017
SS2924	Invoice	11/15/2024	Property / Evidence		0.00	889.69	
SAFETY	SAFETY-KLEEN SYSTEMS, INC.		11/16/2024	Regular	0.00	492.40	56018
95672467	Invoice	11/15/2024	Parts Washer Solvent		0.00	492.40	
SALVAL	SALINAS VALLEY FORD		11/16/2024	Regular	0.00	2,751.93	56019
117889	Invoice	11/15/2024	2011 Ford F-350 Service Truck Repairs		0.00	2,751.93	
SALSOL	SALINAS VALLEY SOLID WASTE AUTHORITY		11/16/2024	Regular	0.00	78,217.14	56020
103124	Invoice	11/15/2024	Solid Waste Fees Oct 2024		0.00	78,217.14	
MEDCLE	SANDRA LOPEZ MEDINA		11/16/2024	Regular	0.00	2,407.50	56021
0707	Invoice	11/15/2024	PD Cleaning Service		0.00	1,937.50	
0708	Invoice	11/15/2024	PD Unit Cleaning		0.00	470.00	
SCHWHE	SCHAAF & WHEELER		11/16/2024	Regular	0.00	8,170.00	56022
35843	Invoice	06/30/2024	Miramonte Strom Drain Study		0.00	120.00	
36211	Invoice	06/30/2024	Miramonte Storm Drain Study		0.00	240.00	
36415	Invoice	06/30/2024	Miramonte Storm Drain Study		0.00	7,810.00	
SHREDD	SHREDDING SOURCE SOLUTIONS		11/16/2024	Regular	0.00	75.00	56023
8390	Invoice	11/15/2024	Shredding Service		0.00	75.00	
SIGIRR	SIGNATURE IRRIGATION		11/16/2024	Regular	0.00	14.25	56024
54811	Invoice	11/15/2024	PVC Injector Cleaning		0.00	14.25	
SOLAUT	SOLEDAD AUTO PARTS		11/16/2024	Regular	0.00	1,452.59	56025
187592	Invoice	11/15/2024	Shop Tool - Wrench		0.00	409.69	
187602	Invoice	11/15/2024	Repairs 03 Dakota		0.00	491.63	
187603	Invoice	11/15/2024	Module 03 Dakota		0.00	332.11	
187618	Invoice	11/15/2024	Shop Tool - Wrench		0.00	219.16	
SPCAMO	SPCA OF MONTEREY COUNTY		11/16/2024	Regular	0.00	7,895.00	56026
10-24	Invoice	11/15/2024	ACO Fees		0.00	7,895.00	
STAPLE	STAPLES BUSINESS CREDIT		11/16/2024	Regular	0.00	1,969.65	56027
601510274	Invoice	11/15/2024	Office Supplies		0.00	129.35	
6015110269	Invoice	11/15/2024	Office Supplies		0.00	38.43	
6015110270	Credit Memo	11/15/2024	Office Organizer Return		0.00	-38.43	
6015110271	Invoice	11/15/2024	Office Supplies - Bldg		0.00	39.78	
6015110272	Invoice	11/15/2024	Office Supplies		0.00	38.43	
6015110275	Invoice	11/15/2024	Office Supplies		0.00	141.36	
6015110276	Invoice	11/15/2024	Office / Janitorial Supplies		0.00	89.72	
6015279869	Invoice	11/15/2024	Office Supplies		0.00	27.63	
6015279870	Invoice	11/15/2024	Office Supplies		0.00	18.56	
6015279871	Invoice	11/15/2024	Cleaning Supplies		0.00	120.51	
6015279872	Invoice	11/15/2024	Breakroom Supplies		0.00	390.24	
6015279873	Invoice	11/15/2024	Breakroom Supplies		0.00	495.79	
6015279874	Invoice	11/15/2024	Cleaning Supplies		0.00	200.11	
6015279875	Invoice	11/15/2024	USB & Office Supplies		0.00	189.51	
6015279876	Invoice	11/15/2024	Cleaning Supplies		0.00	88.66	
STEVPL	STEVEN'S PLUMBING INC		11/16/2024	Regular	0.00	2,266.00	56028
110724	Invoice	11/15/2024	Encroachment Permit EP24-028 & EP24-0...		0.00	2,266.00	
SUNBEL	SUNBELT RENTALS, INC		11/16/2024	Regular	0.00	6,710.08	56029
159896786-0001	Invoice	11/15/2024	Skid Steer Track Rental		0.00	6,710.08	
TL ENG	TL ENGINEERING		11/16/2024	Regular	0.00	11,535.00	56030
1561	Invoice	11/15/2024	Front St AWSW Analysis & Const Support		0.00	10,575.00	
1565	Invoice	11/15/2024	On Call Traffic Engineering		0.00	960.00	

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TMOBIL	T-MOBILE USA, INC		11/16/2024	Regular	0.00	316.54	56031
102124R	Invoice	11/15/2024	Cell Phones		0.00	316.54	
TMOBIL	T-MOBILE USA, INC		11/16/2024	Regular	0.00	1,266.94	56032
102124	Invoice	11/15/2024	PW Cell Phones		0.00	1,266.94	
TORPET	TORO PETROLEUM CORP.		11/16/2024	Regular	0.00	2,589.16	56033
0698546-IN	Invoice	11/15/2024	Diesel for Plant		0.00	1,542.28	
0698583-IN	Invoice	11/15/2024	Fuel		0.00	1,046.88	
TRICIT	TRI-CITIES DISPOSAL AND RECYCLING, INC.		11/16/2024	Regular	0.00	163,086.21	56034
1120150	Invoice	11/15/2024	River Clean up		0.00	408.80	
1120151	Invoice	11/15/2024	Levee Yard Waste Clean Up		0.00	615.11	
1120169	Invoice	11/15/2024	Corp Yard Landfill Fees		0.00	3,270.87	
2024-10	Invoice	11/15/2024	Garbage Fees Oct 2024		0.00	158,791.43	
TYLER	TYLER TECHNOLOGIES		11/16/2024	Regular	0.00	72.50	56035
025-480358	Invoice	11/15/2024	Incode 10 Migration		0.00	72.50	
USBANP	U.S. BANK CORPORATE PAYMENT SYSTEM		11/16/2024	Regular	0.00	988.16	56036
100724JP	Invoice	11/15/2024	Credit Card Charges - Recreations		0.00	988.16	
UNITED	UNITED RENTALS (NORTH AMERICA), INC.		11/16/2024	Regular	0.00	5,694.12	56037
239314806-002	Invoice	11/15/2024	Dump Truck Rental		0.00	1,228.83	
239509541-001	Invoice	11/15/2024	Track Loader Rental		0.00	910.67	
239867778-001	Invoice	11/15/2024	Backhoe Rental		0.00	3,554.62	
VOYAG	US BANK VOYAGER FLEET SYSTEMS, INC.		11/16/2024	Regular	0.00	11,690.85	56038
8691428362443	Invoice	11/15/2024	Fuel		0.00	11,690.85	
USABLU	USABLUE BOOK		11/16/2024	Regular	0.00	6,617.80	56039
INV0052213	Invoice	11/15/2024	Ammonia Tests Lab		0.00	409.09	
INV00527678	Invoice	11/15/2024	Chlorine Injectors / Check Valve		0.00	1,314.47	
INV00527704	Invoice	11/15/2024	811 Materials Marketing		0.00	1,178.14	
INV00528738	Invoice	11/15/2024	Chlorine Pump Well #9		0.00	3,716.10	
VERIZO	VERIZON WIRELESS		11/16/2024	Regular	0.00	782.20	56040
9976909245	Invoice	11/15/2024	PD Cell Phones		0.00	782.20	
VESTIS	VESTIS GROUP, INC		11/16/2024	Regular	0.00	1,424.83	56041
511057044	Invoice	11/15/2024	Uniforms		0.00	130.97	
5110570443	Invoice	11/15/2024	Uniforms		0.00	104.16	
5110570448	Invoice	11/15/2024	Uniforms		0.00	373.68	
5110570449	Invoice	11/15/2024	Uniforms		0.00	105.60	
5110574915	Invoice	11/15/2024	Uniforms		0.00	104.16	
5110574916	Invoice	11/15/2024	Uniforms		0.00	128.73	
5110574920	Invoice	11/15/2024	Uniforms		0.00	372.49	
5110574921	Invoice	11/15/2024	Uniforms		0.00	105.04	
Z&M EN	Z&M ENTERPRISE, LLC		11/16/2024	Regular	0.00	4,169.03	56042
1136	Invoice	11/15/2024	UV Sensor Sleeve		0.00	497.87	
1141	Invoice	11/15/2024	UV Station Wiper Cylinder Kit		0.00	3,671.16	
POLITIS ZOHN	ZOHN POLITIS		11/16/2024	Regular	0.00	1,675.00	56043
110424	Invoice	11/15/2024	Rio Hondo Fire Truck Training		0.00	1,675.00	
ZOLLME	ZOLL MEDICAL CORP		11/16/2024	Regular	0.00	1,314.75	56044
4072378	Invoice	11/15/2024	FD EMS Supplies		0.00	1,314.75	
AMAZON	AMAZON CAPITAL SERVICES		11/16/2024	Regular	0.00	69.02	56045
1TCH-3JQV-3166	Invoice	11/15/2024	Office Supplies		0.00	69.02	
ATTCAL	AT&T		11/16/2024	Regular	0.00	6.16	56046
00002248170	Invoice	11/15/2024	Phone Line Closeout		0.00	0.52	

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000022487169	Invoice	11/15/2024	Phone Line Closeout		0.00	5.64	
BLOK MOD	BLOCK MODULAR CONSTRUCTORS, INC.		11/16/2024	Regular	0.00	3,111.00	56047
F003-001-1	Invoice	11/15/2024	Corp Yard Modular Lease		0.00	3,111.00	
CHRISMADSON	CHRIS MADSON CONSTRUCTION		11/16/2024	Regular	0.00	2,266.00	56048
110724	Invoice	11/15/2024	ENCROADCHMENT PERMEIT EP24-032 & ...		0.00	2,266.00	
CINTAS	CINTAS CORPORATION NO. 3		11/16/2024	Regular	0.00	736.38	56049
4211086667	Invoice	11/15/2024	Uniforms		0.00	206.91	
4211086792	Invoice	11/15/2024	Uniforms		0.00	529.47	
EMCPLA	EMC PLANNING GROUP INC.		11/16/2024	Regular	0.00	77,762.69	56050
16-001-83	Invoice	11/15/2024	Miramonte Staff Support		0.00	42,097.81	
16-001-86	Invoice	11/15/2024	Miramonte Staff Support		0.00	3,538.16	
24-110-4	Invoice	11/15/2024	General Planning Services - Almond Acres		0.00	32,126.72	
HAENER	FOUNDATION HA ENERGY GENERATION, LLC		11/16/2024	Regular	0.00	39,367.90	56051
3930	Invoice	11/15/2024	Windpower WWTP Oct 2024		0.00	39,367.90	
AGUIHE	HENRY TAFOLLA AGUILAR		11/16/2024	Regular	0.00	595.00	56052
111524	Invoice	11/15/2024	Dia De Los Muertos Reimbursement		0.00	595.00	
Jesus	Jesus Trujillo		11/16/2024	Regular	0.00	533.00	56053
111824	Invoice	11/15/2024	Basi Gang Investigation Training		0.00	533.00	
ALVJOE	JOEL ALVAREZ		11/16/2024	Regular	0.00	94.86	56054
111324	Invoice	11/15/2024	Reimburse for Lunch - Traning		0.00	94.86	
HUERTAJUAN	JUAN HUERTA		11/16/2024	Regular	0.00	156.60	56055
111324	Invoice	11/15/2024	Reimburse Safety Boots		0.00	156.60	
MOTEL6	MOTEL 6		11/16/2024	Regular	0.00	7,839.50	56056
9436ABW222	Invoice	11/15/2024	Motel Voucher		0.00	3,919.75	
9436ABW471	Invoice	11/19/2024	Motel Voucher		0.00	3,919.75	
WARBE	ROBIN WARBE		11/16/2024	Regular	0.00	9,066.79	56057
3375	Invoice	11/15/2024	IT Services October 2024		0.00	8,250.00	
3575	Invoice	11/15/2024	IT Services October 2024		0.00	660.00	
3584	Invoice	11/15/2024	IT Service Travel		0.00	156.79	
AUDRIX	RUBEN ZAMORA		11/16/2024	Regular	0.00	450.00	56058
110224	Invoice	11/15/2024	Dia De Los Muerros		0.00	450.00	
SOLTRU	SOLEDAD TRUE VALUE		11/16/2024	Regular	0.00	21.52	56059
340123	Invoice	11/15/2024	Hangers		0.00	7.57	
340449	Invoice	11/15/2024	Hardware Supplies		0.00	13.95	
SUSAN	SUSAN D. MCCARTY LONG		11/16/2024	Regular	0.00	4,737.70	56060
1003	Invoice	11/15/2024	CDBG Consulting		0.00	4,737.70	
VOSTIS	VOSTI'S INC		11/16/2024	Regular	0.00	3,500.00	56061

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
274367-1	Invoice	11/15/2024	Vehicle Lift		0.00	3,500.00	

Bank Code APRAB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	344	129	0.00	1,192,329.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-9,583.52
Bank Drafts	0	0	0.00	0.00
EFT's	12	3	0.00	8,884.89
	356	**135**	**0.00**	**1,191,631.30**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	344	129	0.00	1,192,329.93
Manual Checks	0	0	0.00	0.00
Voided Checks	0	3	0.00	-9,583.52
Bank Drafts	0	0	0.00	0.00
EFT's	12	3	0.00	8,884.89
	356	**135**	**0.00**	**1,191,631.30**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2024	1,191,631.30
			1,191,631.30

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: **December 4, 2024**

Open Recruitments:
Homeless Services Coordinator - Open until filled.
Police Officer - Continuous.
Water Reclamation Shift Supervisor - Open until filled.

Vacancy Status Update:
(1) Associate Planner/Senior Planner - Currently in remote screening process with RGS.
(1) IT Manager (formally IT Director) - Coming soon.
(1) Maintenance Worker - Candidate currently in the background/pre-employment process.
(6) Police Officer - Ongoing.
(1) Water Resources Manager - Candidate currently in the pre-employment/background process.

Temporary Staffing:
(1) Water Reclamation Chief Plant Operator - Special assignment.
(1) Office Specialist (Community Development) - Peak workload in the Building Division.
(1) Office Assistant (Police Department) - Peak workload in the Records Division.
(2) Maintenance Worker - (1) Parks Maintenance - Backfill for WC injury, (1) Water - Backfill for non-industrial injury.
(2) Utility Maintenance Mechanic - (1) Backfill vacant WR Shift Supervisor, (1) Backfill for non-industrial injury.

COUNCIL COMMUNICATION

SUBJECT: **Public Works Activity Report**

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

FROM: **Donald Wilcox, Public Works Director/City Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

PUBLIC WORKS DEPARTMENT ACTIVITY REPORT

MEETING
DATE: December 4, 2024

Projects and Activities

- **Public Works New Uniforms**
  - The Public Works Parks/Streets, Water, and Wastewater staff are sporting new uniforms this month. Each employee receives 11 uniforms (11 shirts and 11 pants). The uniform vendor, Cintas, picks up the dirty uniforms each week and returns them the following week, laundered and pressed. This service ensures that our employees always have a week's worth of clean uniforms on hand, allowing them to focus on their important work. The uniforms have the employee's name sewn on the shirt, as well as the City of Soledad seal patch.

- **Front Street Maintenance Project**
  - This project continues to make progress with the recent completion of the colored concrete and sidewalk underdrains as well as completion of the Change Order #1 work to place three 4" conduits across Front Street to provide power for the vacant lots and installing various truncated domes along the corridor.

- **Veteran's Park Recycled Water Project**
  - This project has been completed with the final walkthrough to occur before bringing this to council for formal approval, acceptance, and retention release.

- **Community Center Modernization Project**
  - The Community Center Kitchen is near completion with the newly applied Epoxy Floors. The contractor has recently completed the installation of the basketball goal winches, the gym door installation, and is currently working on the lighting.

Projects out for Bids (PlanetBids) Updates:

- **Upcoming Projects:**
  - Maintenance of the two one-million gallon La Cuesta Water Reservoirs was put out to bid. The bid included maintenance/routine cleaning and possibly painting the inside of the water tank(s). The deadline for bids was November 20, 2024, at 2PM. Unfortunately, no bids were received for this project.

Water Department Activities

- **Completion of Lead Inventory**
  - Public Works completed work on the city-wide lead inventory required by the state of every existing water service line in the city accounting for approximately 4300 separate service lines. This inventory was submitted to the state and we are now waiting on their approval of the inventory list.

- **Water Meter Grant Approval**
  - PW staff applied for and received a 1.4-million-dollar grant from the US Bureau of Reclamation. The grant is meant to improve water efficiency through the repair and replacement of approximately 1900 old and damaged water meters throughout Soledad. Staff is currently working on setting up the online portal accounts utilized to monitor the grant and project progress.

- **Stormwater Outfall Maintenance**
  - In preparation for the upcoming winter storms the PW staff performed required maintenance throughout the city including at the stormwater outfall located at the corner of Front Street and the HWY101 southbound exit next to the Carl's Jr. Restaurant.

- **Water Valve Replacement**
  - PW staff with assistance from Grade Break continue to repair and install valves throughout the city that will enable Water staff to perform isolated shutdowns for system maintenance instead of large area shutdowns, and also improve fire flows.

- **Manhole Repairs**
  - The PW Collections staff, with the assistance of Grade Break, repaired four manholes along San Vicent Road.

- **Stormwater Lift Stations Lid Replacement**
  - The PW Water and Collections staff replaced the lid to the Front Street underpass stormwater lift station. The lid replacement will allow staff to safely access when performing routine maintenance.

Water Reclamation Facility Activities:

- **WRF Levee Project**
  - The Army Core of Engineers performed their final inspection for three repair areas on 11/07, with hydroseeding taking place the following day. The project has been completed.

- **WRF Repairs**
  - PW Staff with assistance from Trussell, performed Ultra Violet Transmittance (UVT) sampling. Staff will continue with the calibration of UVT sensor and as well as with the periodic calibration of benchtop units which helps in the process of disinfection.

- PW Staff performed the following list of repairs on equipment:
    - Utility Maintenance staff completed the suspension work on the towing trailer utilized by the City's Water Division staff.
    - Utility/Crane Service truck is back in service after staff flushed out the fluids and changed the electric motor in the crane winch.
    - Staff received the south drain pump, which was out for repairs. Fortunately, the pump was still under warranty, and no cost was involved in the repair. Staff will proceed with the installation as soon as the pump is inspected.
    - The Combo truck is back in service after being picked up by staff.

- PW Staff contacted Haulaway to assist in the removal of stored undried sludge that contains 86.8 percent moisture. Having it hauled away will help avoid contamination to nearby areas in case of another winter storm. Haulaway is scheduled to bring a loader to help pickup and haul the sludge away to Lost Hills which may ultimately end up being used in compost.

- **WRF Testing**
    - PW Conducted a couple of real-life sample application polymer test runs on the sludge screw-press. We will be establishing a new account with NorthStar to have access to a secondary source of chemical procurement in the event it is ever needed. WRF staff will be using the product within the next two weeks.

Public Works staff in their new uniforms



WRF Levee Repair Project Completion







Water Division valve repairs throughout the city







Well No. 6 lid replacement



La Cuesta Booster Pump No. 3 routine maintenance



Stormwater Outfall maintenance



Stormwater Lift Station lid replacement



Soledad City Employees participating in the Soledad LEO Foundation Bowling Fundraiser



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: **December 4, 2024**

Fire Department November Activity Report

City of Soledad Fire Department

525 Monterey Street, Soledad, CA 93960

STAFF REPORT

November 22nd, 2024

To: Mayor and City Council

From: Jason Luckenbach, Battalion Chief

Subject: **Activity Report – November 2024**

BUSINESS INSPECTIONS / PRE-PLANS:

- (8) Business Inspections have been completed
- (4) Re-Inspections completed
- (2) Fire Department Pre-Plans completed

HYDRANT TESTING:

- (5) Hydrants Tested in the month of September.

SUSPECTED OPIOID INCIDENTS:

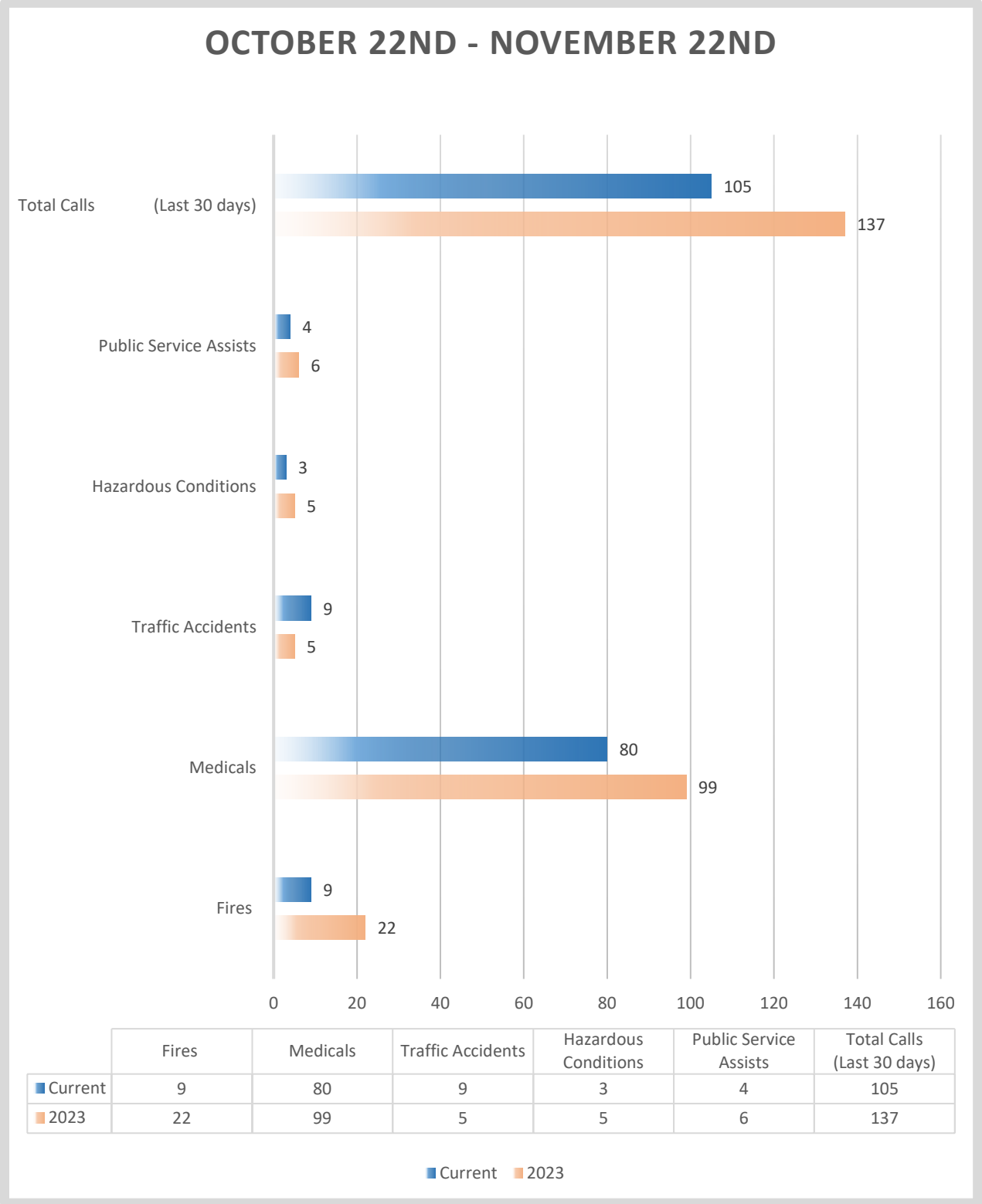
***No suspected Opioid Incidents ran by the Fire Department in November

TRAININGS:

- 11/11/24 – 11/15/24 – Two fire station personnel attended the Aeiral Driver Operator Course in Fresno which qualifies our fire department staff to utilize our future Ladder Truck safely. The remainder of our Station personnel will be attending the course in January/February.



Station 37 - Call Volume



	Fires	Medicals	Traffic Accidents	Hazardous Conditions	Public Service Assists	Total Calls (Last 30 days)
Current	9	80	9	3	4	105
2023	22	99	5	5	6	137

COUNCIL COMMUNICATION

SUBJECT: **Police Department Activity**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 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	0	0	0		0
Sexual Assault	0	1	0	1	0	0	0	1	2	1	3		9
2023-Armed Robbery	0	0	0	0	1	0	0	0	0	0	0	0	1
Armed Robbery	0	0	0	0	0	0	1	0	0	0	0		1
2023-Strong Arm Robbery	1	0	0	0	1	0	0	0	0	2	0	0	4
Strong Arm Robbery	0	1	0	0	0	1	0	0	0	0	0		2
Aggravated Assault	3	1	4	2	6	0	3	3	2	2	2		28
Arson	0	0	0	0	0	0	0	0	0	0	0		0
Burglary	0	0	0	2	0	2	0	1	1	2	0		8
Larceny	0	0	0	0	0	0	0	0	0	0	0		0
Auto Theft	2	2	2	2	1	4	4	3	2	4	2		28
DUI Stops at checkpoint	0	0	0	0	0	0	0	0	1	0	0		1
Minor ABC/TOBACCO Violations	0	0	0	0	0	0	0	1	0	0	0		1
Youth Violence Related Incidents	3	3	1	0	7	3	7	8	10	5	0		47
Traffic Citations/Warnings Issued	115	113	110	61	82	161	79	91	106	80	56		1,054
Total Arrests	27	19	25	19	24	46	33	28	23	40	24		308
Dogs Impounded	0	4	0	8	6	7	2	22	12	13	12		86
Cats & Other Impounds	5	1	0	2	7	3	4	9	5	12	8		56
ACO Contacts	0	0	0	0	0	0	0	70	29	44	33		176
Animals transported to SPCA	4	4	0	4	3	3	2	11	5	5	6		47
Code Enforcement Contacts	172	178	143	134	210	118	164	32	8	28	23		1,210
Parking Enforcement Citations/Warnings	0	0	0	0	0	0	0	58	64	69	69		260
Vehicle Abatement Contacts	0	0	0	0	0	0	0	48	81	52	28		209
Commercial Enforcement Contacts	0	0	0	0	0	0	0	8	8	5	3		24
Community Policing	185	0	124	184	144	191	1,703	458	745	612	443		4,789
Victim Advocate Contacts	21	13	47	83	88	70	70	86	78	98	93		747
Domestic Violence	5	2	2	4	2	9	8	7	6	10	3		58
Total Calls for Service	1,479	1,299	1,075	1,057	1,372	1,557	1,375	1,360	1,185	1,431	1,249		14,439
TOTAL MONTHLY ACTIVITY	2,022	1,641	1,533	1,563	1,954	2,175	3,455	2,305	2,373	2,515	2,057		23,593

SOLEDAD POLICE DEPARTMENT

STAFFING LEVELS

Authorized Sworn (21) 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	2	5	6	2	7	5	27
October	2	5	6	2	7	5	27
November	2	5	6	2	7	5	27
December							
January							
February							
March							
April							
May							
June							

10/28/2024 to
11/24/2024

2024

Soledad Police Department

COMMUNITY ENGAGEMENT REPORT

Citizen Contacts: Officers have made approximately 300 outreach contacts during this reporting period.
Business Checks: Officers conducted 65 business outreach contacts.
Apartment/Residential contacts: Officers made 9 contacts with residents on well-being checks.
Schools: Officers conducted 3 walk-throughs and drive-bys 51 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 8 walk-throughs, with park visitor contacts made.
Youth Outreach: Numerous children were contacted by officers - advocate - CSO's who provided stickers and goodie bags throughout the reporting period.
Soledad Farmer's Market: The farmer's market is now closed for the winter and will re-open in spring of 2025.
Special Events: The department attended/hosted the Domestic Violence Coordinating Council, the Domestic Violence Vigil in Cesar Chavez Park, the Walk Without Violence Event, the Annual Halloween Spookfest Event, the Veteran's Day Ceremony and the Annual Cops Giving Tree Bowling Event (fundraiser for children's presents). Our Victim Advocate also lead a team of officers for the Bullying Awareness Presentations held at all the elementary schools.
Facebook: 2310 Likes, 458 Comments, 191 Shares, 10,293 times photos viewed, 98,161 People Reached. We currently have 11,044 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 54 hours, Volunteer Unit donated 8 hours in this reporting period. Department members continue to assist with the upcoming Annual Christmas Event, as well as the LEO Foundation "Cops Giving Tree" event, both in December.

Prepared by: Deputy Chief Fred J. Lombardi

Victim Assistance Advocate activity report- C. Zamudio

October 22, 2024-November 22, 2024

Referral Services: 08

On-scene crisis response: 01

Community Outreach: 15

Meetings: 06

Follow ups: 14

Social Media/ Website: 16

Victim Advocate Training: 02

Schools visited: 05

Other Details: 26

TOTAL: 93

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	28	4	6	
72-Hour Tag: Private	0	0	0	0	0	0	0	3	8	10	0	
Vehicles Towed	0	0	0	0	0	0	0	3	1	0	1	
Total AV Contacts	0	0	0	0	0	0	0	24	37	14	7	
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	0	0	0	0	
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	0	4	0	2	0	
Cats In Custody	0	0	0	0	0	0	0	4	2	0	1	
Dogs In Custody	0	0	0	0	0	0	0	9	5	2	2	
Other Animals In Custody	0	0	0	0	0	0	0	0	0	0	0	
Animal Bites	0	0	0	0	0	0	0	3	0	1	0	
SPCA Transport	0	0	0	0	0	0	0	5	0	1	1	
Deceased Animals	0	0	0	0	0	0	0	2	0	2	1	
Citations	0	0	0	0	0	0	0	1	0	1	0	
Warning Citations	0	0	0	0	0	0	0	0	0	0	0	
Breeding License Applications	0	0	0	0	0	0	0	0	0	0	0	
Contacts regarding Breeding	0	0	0	0	0	0	0	0	0	1	0	
Total Animal Control Contacts	0	0	0	0	0	0	0	28	7	10	5	
Municipal Code Violations												
Complaints	0	0	0	0	0	0	0	3	32	22	43	
Warnings	0	0	0	0	0	0	0	6	1	0	0	
Citations	0	0	0	0	0	0	0	13	19	0	0	
Total Municipal Code Contacts	0	0	0	0	0	0	0	22	52	22	43	
Code Enforcement												
Complaints	0	0	0	0	0	0	0	11	3	6	0	
Warnings	0	0	0	0	0	0	0	2	0	0	0	
Citations	0	0	0	0	0	0	0	11	0	3	8	
Reports Taken	0	0	0	0	0	0	0	3	1	0	1	
Total Code Enforcement Contacts	0	0	0	0	0	0	0	27	4	9	9	
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	0	1	1	1	0	
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	0	90	59	21	64	

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	6	1	10	
72-Hour Tag: Private	0	0	0	0	0	0	0	2	0	4	0	
Vehicles Towed	0	0	0	0	0	0	0	2	4	0	2	
Total AV Contacts	0	0	0	0	0	0	0	10	10	5	12	
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	8	8	0	3	
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	0	0	0	0	0	
Cats In Custody	0	0	0	0	0	0	0	0	0	0	1	
Dogs In Custody	0	0	0	0	0	0	0	4	3	0	2	
Other Animals In Custody	0	0	0	0	0	0	0	0	0	0	0	
Animal Bites	0	0	0	0	0	0	0	0	0	0	0	
SPCA Transport	0	0	0	0	0	0	0	1	0	0	1	
Deceased Animals	0	0	0	0	0	0	0	0	0	0	0	
Citations	0	0	0	0	0	0	0	0	0	0	0	
Warning Citations	0	0	0	0	0	0	0	0	0	0	0	
Breeding License Applications	0	0	0	0	0	0	0	0	0	0	0	
Contacts regarding Breeding	0	0	0	0	0	0	0	0	0	0	0	
Total Animal Control Contacts	0	0	0	0	0	0	0	13	3	0	4	
Municipal Code Violations												
Complaints	0	0	0	0	0	0	0	0	7	2	3	
Warnings	0	0	0	0	0	0	0	0	0	1	3	
Citations	0	0	0	0	0	0	0	0	15	4	12	
Total Municipal Code Contacts	0	0	0	0	0	0	0	0	22	7	18	
Code Enforcement												
Complaints	0	0	0	0	0	0	0	11	2	1	13	
Warnings	0	0	0	0	0	0	0	2	0	1	13	
Citations	0	0	0	0	0	0	0	11	0	0	0	
Reports Taken	0	0	0	0	0	0	0	3	2	0	1	
Total Code Enforcement Contacts	0	0	0	0	0	0	0	27	4	2	14	
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	0	0	1	0	1	
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	0	21	13	6	19	

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	32	24	5	
72-Hour Tag: Private	0	0	0	0	0	0	3	0	1	2	2	
Vehicles Towed	0	0	0	0	0	0	3	4	1	1	2	
Total AV Contacts	0	0	0	0	0	0	24	14	34	27	9	
Commercial Enforcement												
Commercial Enforcement Contacts	0	0	0	0	0	0	0	0	0	0	0	
Animal Control												
Dog Licenses Issued	0	0	0	0	0	0	4	0	0	0	2	
Cats In Custody	0	0	0	0	0	0	4	5	3	9	6	
Dogs In Custody	0	0	0	0	0	0	9	9	4	8	8	
Other Animals In Custody	0	0	0	0	0	0	0	0	0	0	0	
Animal Bites	0	0	0	0	0	0	3	2	3	0	0	
SPCA Transport	0	0	0	0	0	0	5	5	5	3	4	
Deceased Animals	0	0	0	0	0	0	2	2	0	7	2	
Citations	0	0	0	0	0	0	1	2	3	1	2	
Warning Citations	0	0	0	0	0	0	0	3	1	1	0	
Breeding License Applications	0	0	0	0	0	0	0	0	0	0	0	
Contacts regarding Breeding	0	0	0	0	0	0	0	0	0	0	0	
Total Animal Control Contacts	0	0	0	0	0	0	28	28	19	29	24	
Municipal Code Violations												
Complaints	0	0	0	0	0	0	3	2	0	0	0	
Warnings	0	0	0	0	0	0	6	0	0	0	0	
Citations	0	0	0	0	0	0	13	0	0	0	0	
Total Municipal Code Contacts	0	0	0	0	0	0	13	0	0	0	0	
Code Enforcement												
Complaints	0	0	0	0	0	0	0	0	0	0	0	
Warnings	0	0	0	0	0	0	0	0	2	0	0	
Citations	0	0	0	0	0	0	0	0	0	0	0	
Reports Taken	0	0	0	0	0	0	0	0	0	0	0	
Total Code Enforcement Contacts	0	0	0	0	0	0	0	0	0	0	0	
Community Policing												
Community Contacts/Events	0	0	0	0	0	0	1	0	1	1	1	
Calls for Service												
Other Calls for Service	0	0	0	0	0	0	90	50	75	104	71	

COUNCIL COMMUNICATION

SUBJECT: **Office Of Community Engagement, Department Report**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Facebook

- Reach: 18.6k – 43.8% increase
- Content Interactions: 815 – 136.2% increase
- Page Visits: 4.7k – a 41.7% increase
- New follows: 20 new follows
- Total followers: 4,815
    - Soledad – 39.5%
    - Women – 68.8%
    - Men – 31.2%

Instagram

- Reach: 6k – 68.7% decrease
- Content Interactions: 740 – 32.4% increase
- Visits: 1.3k –32.5% increase
- New Followers: 60
- Total followers: 1,838
    - Soledad –43%
    - Women – 64.4%
    - Men – 35.6%

Twitter

- Data for Twitter is currently unavailable

Ribbon Cutting

The Office of Community Engagement and Community and Economic Development held a ribbon-cutting ceremony for the three new mural installments. It was a successful event, and some thirty people attended. We had representatives from the offices of Senator Caballero, Senator John Laird, and the Board of Supervisor Chris Lopez.

S.O.A.R./Youth Council

The S.O.A.R. process has concluded. We joined other cities in Gonzales on Saturday,

November 9 to wrap up the session. This work helped lay the groundwork for our youth council. On Saturday, November 9, we joined other cities in Gonzales

The youth council had its first official meeting on November 13 at city hall. Twenty students attended the meeting. We gave an overview of the youth council program. We vetted some outreach and engagement ideas around the Parks and Recreation Master Plan, Toledo Basin, and other activities on which we will seek their input. We again met with the Youth Council on November 20 at the Family Resource Center. There, they met Superintendent Randy Bangs and talked about issues related to the school.

We held a meeting with the Youth Council and the Soledad City Council. This was a great opportunity for the youth to meet our City Council in an informal way.

Civics Academy
We continue meeting with the participants of the Civics Academy. We talked about the growing fear in the immigrant community and what we can do to support those families. We contacted the United Farm Workers Foundation, which will do a Know Your Rights workshop in January at Hartnell. We also contacted Ventures, which has offered to host workshops that teach residents about money management and how to start their own businesses.

We are working on rolling out a series of workshops for residents on different issues that may concern them. The hope is that through these educational workshops, the residents will see the City of Soledad as their ally.

COUNCIL COMMUNICATION

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

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

ECONOMIC DEVELOPMENT DIVISION UPDATES:

CDBG BUSINESS ASSISTANCE LOAN PROGRAM

Staff will present the proposed use of Program Income funds (CDBG Housing and Economic Development) to Council and will be request their recommendations regarding the allocation and utilization of the funds to an eligible CDBG Program, Per California CDBG Program Income Guidelines.
Additionally, in December, staff will be reviewing a business loan application for a prospective new small business that is seeking financial assistance in approximately $35,000.

BUSINESS ENGAGEMENT

Staff remains actively engaged with local businesses and recently hosted a workshop titled “Get Started with Your Google Business Profile” at the Soledad Gateway Center on November 25th. This free workshop offered hands-on, one-on-one assistance to help businesses set up and optimize their Google Business Profiles. The goal was to enhance their online presence, attract more customers, and ultimately boost sales.

ART MURAL PROJECT – CESAR CHAVEZ PARK

The Community & Economic Development Department, in collaboration with the Community Engagement Department, successfully organized and hosted the Downtown Mural Ribbon Cutting Ceremony at Cesar Chavez Park on November 16th. This well-attended event provided residents with the opportunity to meet the talented artist behind the murals. The ceremony generated significant attention, drawing both residents and visitors while showcasing the vibrant art and fostering community pride.

SOLEDAD CONTAINER VILLAGE PROJECT

Staff continues to make progress on the feasibility study for the Soledad Container Village Project and recently completed a three-week training on "Making of Public Spaces." This training provided valuable insights into designing functional and attractive public spaces that draw people to the area and enhance community engagement.

SEE MONTEREY - EVENTS

As a member of See Monterey, the City of Soledad is able to promote community events to attract visitors. Economic Development staff created promotional content for both Spook Fest and Día de Los Muertos, which was shared on the See Monterey website and social media platforms.

After the events concluded, staff gathered data from Placer.AI on the number of visits generated by each. The results are as follows:

- Spook Fest generated 798 visits to the Front Street area, with attendees spending an average of 38 minutes in the area.
- Día de Los Muertos attracted approximately 2.8k visits, with attendees spending an average of 92 minutes in the area.

Note: Data is sourced from Placer.AI, a platform that uses data analytics to provide insights into foot traffic patterns and consumer behavior at physical locations.

HOUSING DIVISION UPDATES:

ENCAMPMENT RESOLUTION FUND (ERF)

The County of Monterey has received the Standard Agreement from the state. The City of Soledad has started the recruitment for an FTE Homeless Outreach Coordinator. The City of Soledad is identified AMEG as a potential vendor for the modular units.

SUSD HOUSING PROJECT

On November 18th, the Affordable Housing Agreement was approved and signed by the school district. The school district has submitted grading permits and has completed a lot merge.

TAY PROJECT

The City Manager and Housing Analyst provided a tour of housing site to the Housing Authority of the County of Monterey (HACM). HACM will purchase a market rate duplex from Las Viviendas for the TAY project.

LAS VIVIENDAS AFFORDABLE UNITS

Las Viviendas affordable units are selling out. As of October 2024, there was only 6 units left. The developer projects to sell out by December 2024.

PLANNING DIVISION UPDATES:

SOLEDAD GENERAL PLAN

The city has hired Place Works Inc. to assist in creating and updating the 2045 General Plan for Soledad. Currently, the staff is working on the Land Use Alternatives. City staff hosted an interactive community outreach event for the Alternatives to gather more input and ideas on the community's focus and needs. The event was very well attended with at least 40 participants. We are gathering this feedback information and reworking the alternative. Once it has been finalized the information will be presented to the General Plan Steering committee, Planning Commission then Final approval from City Council. For more information about the General Plan on the website Siempre Soledad - www.soledadgeneralplan2045.com , or you can get the material at City Hall.

SOLEDAD MARKETPLACE

Tractor Supply permit is officially ready to be issued. The applicant will need to come in and pay for the permit and fees before issuance.

DaVita is ready to be finalized within the next couple of weeks. They did inform the City that they are anticipating to be open to the public in February of 2025.

Quick Quack Carwash has officially submitted their application for a Car Wash CUP Amendment #2 and SPR- ARC review. The staff is currently reviewing the application and have it tentative schedule for Planning Commission in December.

PANDA EXPRESS

Currently under Construction and Inspections. Everything is progressing forward, they are anticipating opening in January of 2024

HOLIDAY INN

The project applicant has submitted the Site Plan and Architectural Design plan for city staff to review. The application was incomplete, and comments/ deficiencies were sent back to the applicant for additional information and submission. The city has not received any communication since August.

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. City staff is waiting for the Applicants submit corrections and documents for the Lot Merger application.

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

16 Records

Permit #	Issued	Any Parcel Number	Site Address	Type	Project Description	Valuation Totals
240345	11/01/2024	22271045000	628 ANDALUCIA DRIVE (UNIT A)	ACCESSORY DWELLING UNIT	CONVERT EXISTING ATTACHED GARAGE TO ADU 400 SQ. FT.	$40,592.00
240397	11/01/2024	022025010000	601 Front Street	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE 601 FRONT STREET	$1,500.00
240435	11/01/2024	022033013000	136 Dixi Street	COMMERCIAL ELECTRICAL	upgrade electrical panel	$580.00
240054	11/04/2024	22461029000	721 LOPEZ ST (UNIT A)	ACCESSORY DWELLING UNIT	DETACHED ADU - PREAPPROVED PLANS 749 sq ft	$135,641.03
240450	11/05/2024	22211014000	300 FRONT ST	COMMERCIAL PLUMBING	INSTALLATION OF A BACKFLOW DEVICE	$3,000.00
240451	11/06/2024	022512062000	1052 San Gabriel	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/10 MODULES, 4.05 KW	$13,925.00
240452	11/06/2024	22515022000	665 VENTURA DR	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/23 MODULES, 9.315 KW	$42,918.00
230161	11/07/2024	022-183-030	230 EIGHTH STREET	COMMERCIAL FIRE SYSTEMS	INSTALLATION OF NEW FIRE ALARM SYSTEM	$18,000.00
240386	11/07/2024	22133003000	645 TICINO ST (UNIT B)	ACCESSORY DWELLING UNIT	GARAGE CONVERSION TO JADU 432 Sq. Ft.	$43,839.36
240453	11/07/2024	022151018000	1245 Walker Drive	RESIDENTIAL HVAC SYSTEM	INSTALL A HP AS AN AC FOR A CURRENT FAF IN GARAGE	$12,983.00
240454	11/08/2024	22154046000	335 MAJOR AVE	RESIDENTIAL PLUMBING	Repair Gas Leak & Gas Pressure Test	$700.00
240417	11/12/2024	022281013000	560 Walker Drive	COMMERCIAL FIRE SYSTEMS	Installation of new UL300 Hood and duct fire suppression system	$2,250.00
240455	11/12/2024	22172007000	1735 PALM AVE	RESIDENTIAL RE-ROOF	REMOVE EXISTING, REPLACE WITH 40YR COMP SHINGLES	$5,000.00

Permit #	Issued	Any Parcel Number	Site Address	Type	Project Description	Valuation Totals
240456	11/15/2024	022181016000	1915 PALM AVE	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/21 MODULES, 8.4 KW/1 BATTERY STORAGE	$19,240.00
240411	11/20/2024	022515021000	638 Luna Way (UNIT A)	ACCESSORY DWELLING UNIT	Garage Conversion into 430 SF JADU 1BR/1BA/kitchen	$71,238.10
240457	11/20/2024	22512065000	1076 SAN GABRIEL	SOLAR / PV SYSTEM	SOLAR/PV SYSTEM/11 MODULES, 4.345 KW/1 BATTERY	$15,255.50

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: **December 4, 2024**

Recreation Staff Report
October 2024

Memberships & Drop-In Usage			
	Fitness	Gym	Total Usage
Adult – Drop-in	50	136	186
Youth & Teen – Drop-in	105	380	485
Senior – Drop-in	0	0	0
Adult – Membership	885		885
Teen – Membership	554		554
Youth – Membership	0		0
Youth Mini – Membership			0
Senior – Membership	69		69
Employee – Membership	23		23
Family – Membership	61		61
*Discontinued Gym Membership due to program time decreasing available open gym time.	1747	516	2263
Total October 2024 Usage		**2263**	

Program Report

Programs/Outreach (Registered Participants)	
Pre-K Programming (Art & Science, Jr. Sports): Ages 2-5 (weekly-reg)	35
Youth Programming (Art & Science, Dance & Drama): Ages 6-17 (weekly-reg), Teen night, Hip Hop, Digital Art	160
Camp: Ages 5-12 (daily/weekly-seasonal. Camp-30 max-ttl)	0
Youth Sports: (Soccer League & Volleyball League: 5-13, Co-Ed, wkly practice & games- reg), Karate (2x wk x 6wks)	252
Special Needs: Acing Autism tennis program. (Weekly)	24
Fitness Classes	0
Adult Activities: (Weekly Games)	0
Senior Activities: Social (monthly program- ttl), Bingo, Fitness	59
Special Event/Activity: Park Pop-up - 10 participants, Haunted House - 326 attendees,	336
City Sponsored/Waiver: (Celebration Nation-monthly, General Plan Wkshp)	
School District Use:	
City Use/SPR Partner: (Alliance on Aging LADAP Summit, Spookfest (?), Harvest Festival -541 attendees) Fall Superhero Festival at OLP	541
**ttl= #check-ins (daily served) reg= # registered	
Estimated Program/Outreach Served Total	**1407**

Membership Report

Community Center Active Membership		
	Fitness	Gym
Adult – Membership	115	
Adult – Couple	4	
Teen – Membership	69	
Youth – Membership	0	
Youth Mini – Membership		
Senior – Membership	19	
Family – Membership*	10	
Employee	15	
Totals	232	0
October 31, 2024 Active Memberships Total	**232**	

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

PROGRAMS OF NOTE

- Senior Programs: SoCo Senior Social, a monthly free lunch and resource service for seniors. Free senior cooking class and low-impact fitness class in partnership with Monterey County Health Department,
- Started a new Karate program with an initial registration of 15 youth for a 4 week period, twice a week.
- New Hip-Hop classes with new instructors started.
- Halloween Events: Haunted House at the Community Center and Teen Night. Spookfest on Front Street. Harvest Festival at the Community Center in partnership with Liberty Chapel
- SPR Recreation Pop-up in the Park at Veteran's Memorial Park. Free monthly recreation in your neighborhood event. This will be the last one for the year and restart in March 2025
- Introduce new and continued ongoing monthly program sessions

COLLABORATIONS/OUTREACH/GENERAL

- Community Center and Kitchen Modernization project construction continues. Bi-weekly OAC meetings
- Held the Fall Superhero Festival, and inclusive fun family day at Orchard Lane Park. Had 12 resource booths, games, face painting, and free backpack hand-outs. Partnership with San Andreas Regional Center
- Hosted the Alliance on Agings LADAP summit.
- Attended the NRPA National Convention
- Worked with Townsend to write and submit the Whale Tale Grant in support of senior programming
- Met with SUSD to discuss collaboration efforts and support
- General operations, facilities upkeep, staff management

FACILITIES

	Hours Used		
	Council Waiver	City/SPR Use	Rented
Sports Fields - Travel Ball, Travel Football, Soccer Orgs, SMRD, SPR Soccer	0	74	400
Sports Fields - Resident rent/use	0	0	0
SCC Facility - Celebration Nation, CEDD,	3	5	0
	Booked	Completed	Pending
General Public Event Rentals	0	0	0



Super Hero Fall Festival



Spookfest 2024

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6176, A Resolution of the City Council of the City of Soledad Accepting the 2024 Crack Seal Project (No. T23-02) as Complete by Pavement Coatings Co. and Authorizing the Release of Retention in the Amount of $21,169.75**

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

FROM: **Juan Huerta, Assistant Engineer, Don Wilcox, Public Works Director / City Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad Consider and Adopt Resolution No. 6176, "Accepting the 2024 Crack Seal Project (No. T23-02) as Complete by Pavement Coatings Co. and Authorizing the Release of Retention in the Amount of $21,169.75".

Executive Summary

Work done by Pavement Coatings Co (PCC) has been completed and inspected. The total amount expended was $423,395 with a retention amount of $21,169.75. Staff is therefore recommending that the 2024 Crack Seal Project (No. T23-02) be accepted, and that the city release the retention payment to PCC.

Background

The City of Soledad has some of the best streets in the whole Monterey County and as such has received numerous compliments from other agencies, consultants, residents, and visitors of the city. To continue efforts in maintaining the city-owned streets on a limited budget for a large inventory, Staff in coordination with Pavement Engineering Inc. (PEI) completed the 2023 Pavement Management Program Update (PMP) as presented to Soledad City Council on October 18, 2023. In the PMP, Staff was able to determine the actual average Pavement Condition Index (PCI) of the whole City and identify prescriptive treatments on individual streets and their PCI. This allows Staff to create projects and address a number of streets on individual streets and their PCI.

Given the recent completion of the PMP, Staff has a report that helps create projects for the following years to come. However, considering the last time the City performed a street maintenance project, which was in 2021 where multiple streets North of Gabilan Drive were treated with a Slurry Seal, the

City cannot afford to wait another year without doing a maintenance project.

The City of Soledad receives annual funds from the State of California from the Road Repair and Accountability Act of 2017(SB1), these SB1 funds are designated from the state to be allocated to the repair, improvement and maintenance of roads, streets and other transportation infrastructure. As part of this effort to improve and maintain the City's local streets and roads PW staff presented council with a list of transportation infrastructure projects which would use SB1 money as their primary funding source. Of these projects, the Crack Seal Project was designated as the most beneficial to the city's overall health.

On November 15, 2023, the city council approved a consulting services agreement with Pavement Engineering, Inc. in an amount not to exceed $42,180 for professional engineering services for the Crack Seal Project. PW staff proceeded to prepare and advertise through Planet Bids a formal request for bids for the Crack Seal Project.

On May 15, 2024, City Council approved a contract with PCC for construction services in the amount of $423,865 with a 5% contingency for a total not to exceed amount of $445,058 for the 2024 Crack Seal Project. The contingency proved to be unnecessary and the project was completed for $423,395.

Review & Analysis

During the construction phase of the project no major modifications were made to the agreement. As such, the original terms of the agreement were sufficient to see the project through to completion without additional expenditures. Public Works Staff has inspected and reported that the 2024 Crack Seal Project maintenance work is completed by the project documents and all work performed by PCC is now complete. Therefore, Staff is recommending that the city accept the project as complete and release retention.

Financial Considerations

The project was initially to be funded by Measure X funds appropriated to the city annually by the Transportation Agency of Monterey County, but PW staff made the decision that this project would be a prime candidate to satisfy the requirements set forth to use SB1 funds. As such this project was funded partially by the Road Repair and Accountability Act (SB1).

The retention amount of $21,169.75 shall be paid through the following funds:

65% - $13,760.34 from Gas Tax Senate Bill (SB1) – Capital Projects: 212-7160-5632
19% - $ 4,022.25 from Diamond Ridge Bad #1 Fund 649 – Capital Projects: 649-5300-5632
16% - $ 3,387.16 from Orchard Villas/Miravale II BAD #2 – Capital Projects: 652-5300-5632

Alternatives

- Approve the resolution as presented; or
- Reject the proposed resolution.

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. As detailed above, the 2024 Crack Seal Project would be categorized under this description.

Public Notice Requirements

None Required

Attachment(s):
Resolution No. 6176

RESOLUTION NO. 6176

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD ACCEPTING THE 2024 CRACK SEAL PROJECT (NO. T23-02) AS COMPLETED BY PAVEMENT COATINGS CO. AND AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF $21,169.75

WHEREAS, the City of Soledad has some of the best streets in the whole Monterey County and as such has received numerous compliments from other agencies, consultants, residents, and visitors of the city; and

WHEREAS, on October 2023, Staff in coordination with Pavement Engineering Inc. (PEI) completed the 2023 Pavement Management Program Update (PMP) that provided staff with an extensive report of the existing streets in the city, their current Pavement Condition Index (PCI) and the various prescriptive treatments to individual streets; and

WHEREAS, the 2023 Pavement Management Plan prescribes various pavement maintenance projects and priorities, with the first and most urgent project to be crack sealing throughout the city; and

WHEREAS, on November 15, 2023, the City Council approved a consulting services agreement with Pavement Engineering Inc. in an amount not to exceed $42,180 for Professional Engineering Services for the Crack Seal Project

WHEREAS, on May 15, 2024, Council approved a contract for construction services with PCC in an amount of $423,864 with a 5% contingency for a total not to exceed the amount of $445,058 for the 2024 Crack Seal Project; and

WHEREAS, Public Works Staff has inspected and reported that the Crack Seal Project maintenance work completed by the project documents and all work performed by PCC is now complete, therefore, Staff is recommending that the city accept the project as complete and release retention in the amount of $21,169.75.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Soledad, that 2024 Crack Seal Project maintenance work is hereby accepted and the release of the agreement retention payment to PCC is hereby authorized.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of December 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. 11.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6177, A Resolution of the City Council of the City of Soledad Approving a Consulting Services Agreement with Harris & Associates to Provide Professional Design Services for a Highway Safety Improvement Program (HSIP) Cycle 11 Project in the Not-to-Exceed Amount of $144,790 and Authorizing the City Manager to Execute Said Consulting Services Agreement on Behalf of the City of Soledad.**

TO: **Honorable Mayor Velazaquez and the City Council**

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6177, "Approving a Consulting Services Agreement with Harris & Associates to Provide Professional Design Services for a Highway Safety Improvement Program (HSIP) Cycle 11 Project in the Not-to-Exceed Amount of $144,790 and Authorizing the City Manager to Execute Said Consulting Service Agreement on Behalf of the City of Soledad".

Executive Summary

The City of Soledad applied for and was awarded HSIP Cycle 11 funding in the Amount of $777,240. Since the original submittal application, various factors have arisen causing to rescope the proposed safety improvements at the selected locations throughout the City. Additionally, this project will require professional design services to prepare a complete plan, specification, and estimate (PS&E) bid package to be formally bid to construct the proposed safety improvements. Under new On-Call Consultant List, Staff requested a proposal from Harris & Associates as they have the qualified staff to perform the work and their familiarity with the City's ongoing efforts to seek grant opportunities for city-wide safety improvements. Staff, therefore, recommends that the Council consider and approve the consulting services agreement with Harris to provide the professional design services required for this project in the amount not to exceed $144,790.

Background

The City of Soledad participates in several Street Safety funding programs, including Active Transportation Plan (ATP), pass through and competitive; Highway Safety Improvement Plan (HSIP);

Safe Routes to Schools (SRTS); and Local Road Safety Plan (LRSP). The city applies for funding from these programs to budget for data collection, public outreach, design, and construction of needed road safety projects.

The Highway Safety Improvement Program (HSIP) is a core Federal-aid program with the purpose of achieving a significant reduction in traffic fatalities and serious injuries on all public roads. The HSIP requires a data-driven, strategic approach to improving highway safety on all public roads with a focus on performance. The City applied for and was awarded HSIP Cycle 11 funding in the amount of $777,240 to support pedestrian safety improvements at the following locations:

- Nestles Rd at Los Coches Rd.
- Nestles Rd at 4th St.
- Nestles Rd at Front St.
- Front St at Dixi St.
- Front St at East St
- Front St at Encinal St.
- West St at North St.
- West St at Sundew St.
- Entrada Dr. at Prado Dr.
- Entrada Dr. at San Fernando
- Orchard Ln. at Ventura Dr.
- Orchard Ln. at Metz Rd.
- Palm Ave. at 3rd St.
- Palm Ave. at 2nd St.
- Walker Dr. at Metz Rd.

Review & Analysis

Since the original HSIP Cycle 11 application was submitted, several factors have arisen affecting the proposed safety improvements and locations. These factors include increased construction costs observed in the recent City Projects, safety improvements at the proposed locations being covered by ongoing Capital Improvement Projects (CIP) (West St Road Diet & Front Street Maintenance Project), and development projects near the proposed locations impacting the safety elements associated in the area.

The locations associated with this project were selected based on concerns about pedestrian safety near the MST Circulator Bus Stops. Safety improvements in the form of high-visibility crosswalks, flashing stop signs, rectangular rapid flashing beacons (RRFBs), and pavement striping are being considered. This project will require professional design services to prepare a complete plan, specification, and estimate (PS&E) bid package for public bidding to construct the proposed safety improvements.

The City regularly utilizes consulting services to help facilitate projects and ensure successful project delivery. As a result, the City sought formal Requests for Qualifications for On-Call Professional Support Services. On August 21, 2024, under Resolution No. 6143, the Soledad City Council approved and established a new On-Call Consultant List to support efforts to complete infrastructure upgrades, capital improvements, and other engineering-related projects.

Harris & Associates (Harris) is on the City's On-Call Consultant List and is qualified and familiar with the City's ongoing efforts to seek grant opportunities for city-wide safety improvements through the HSIP Cycles, therefore, the Staff requested a proposal from Harris to provide professional design

services for a HSIP Cycle 11 Project. The City's Standard Contract form will be used.

Financial Considerations

The Harris proposal fees of $144,790 are based on hourly rates and anticipated level of effort (not lump sum) as shown in Attachment 1 in their proposal. The City's Measure X Fund will be utilized to fund this request. The Measure X Fund shall be used to fund the whole project as well, but the HSIP Cycle 11 Funding shall reimburse costs associated with the Construction Phase of this project and will replenish the Measure X Fund.

Alternatives

- Approve the resolution as presented; or
- Approve the resolution with modifications; or
- Reject the proposed resolution. This action is not recommended as the City would miss the spending deadline and not receive the grant funds.

Planning/CEQA

The improvements anticipated for the Highway Safety Improvement Program (HSIP) Cycle 11 Project will be minor, safety enhancements and categorically exempt under the California Environmental Quality Act (CEQA) Guidelines in accordance with Title 14, Chapter 3, Article 19, Section 15301, Class 1 – Existing Facilities, Section 15302, Class 2 – Replacement or Reconstruction and Section 15303, Class 3 – New Construction or conversion of Small Structures. Class 1 consists of minor alterations of existing facilities involving negligible or no expansion of use. Class 2 involves the reconstruction of existing facilities with existing facilities involving negligible or no expansion of capacity. Class 3 consists of construction of limited number of new, small facilities or structures. The project would occur within existing roadways with no change or negligible changes to use and capacity.

Public Notice Requirements

None Required

Attachment(s):
Resolution No. 6177
Exhibit A

RESOLUTION NO. 6177

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONSULTING SERVICES AGREEMENT WITH HARRIS & ASSOCIATES TO PROVIDE PROFESSIONAL DESIGN SERVICES FOR A HIGHWAY SAFETY IMPROVEMENT (HSIP) CYCLE 11 PROJECT IN THE NOT-TO-EXCEED AMOUNT OF $144,790 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONSULTING SERVICES AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the City of Soledad actively participates in several Street Safety funding programs such as the Active Transportation Plan (ATP), pass through and competitive, Highway Safety Improvement Plan (HSIP), Safe Routes to School, and the Local Road Safety Plan (LRSP); and

WHEREAS, the City applied for and was awarded HSIP Cycle 11 funding in the amount of $777,240 to support pedestrian safety improvements at various city-wide locations; and

WHEREAS, since the original HSIP Cycle 11 application was submitted, several factors have arisen affecting the proposed safety improvements and locations. These factors include increased construction costs observed in recent City Projects, safety improvements at the proposed locations being covered by ongoing Capital Improvement Projects, and development projects near the proposed locations impacting the safety elements proposed for the area; and

WHEREAS, the locations associated with this project were selected based on the concerns with pedestrian safety near the MST Circulator Bus Stops; and

WHEREAS, this Project will require professional design services to prepare a complete plans, specifications, and estimates (PS&E) bid package for public bidding to construct the proposed safety improvements; and

WHEREAS, the City regularly utilizes consulting services to help support facilitating project delivery as Staff does not have the time or resources required to provide said services; and

WHEREAS, on August 21, 2024, under Resolution No. 6143, the Soledad City Council approved and established a new on-call consultant list to support efforts to complete infrastructure upgrades, capital improvements, and other engineering-related services; and

WHEREAS, Harris & Associates (Harris) is on the City's On-Call Consultant list and is qualified and familiar with the City's ongoing efforts to seek grant opportunities for city-wide safety improvements through the HSIP Cycles; and

WHEREAS, the services outlined in the Harris proposal shall be funded through the City's Measure X Fund; and

WHEREAS, the improvements anticipated for the Highway Safety Improvement Program (HSIP) Cycle 11 Project will be minor, safety enhancements and categorically exempt under the California Environmental Quality Act (CEQA) Guidelines in accordance with Title 14, Chapter 3, Article 19, Section 15301, Class 1 – Existing Facilities, Section 15302, Class 2 – Replacement or Reconstruction and Section 15303, Class 3 – New Construction or Conversion of Small Structures. Class 1 consists of minor alterations of existing facilities involving negligible or no expansion of

use. Class 2 involves the reconstruction of existing facilities with existing facilities involving negligible or no expansion of capacity. Class 3 consists of construction of limited number of new, small facilities or structures. The project would occur within existing roadways with no change or negligible changes to use or capacity; and

WHEREAS, staff recommends Council approve a consulting services agreement with Harris to provide design services for the HSIP Cycle 11 Project in the Not-to-Exceed Amount of $144,790 on time and materials basis (not lump sum/flat fee) and at the rates listed within their Fee Estimate attached in their proposal using the City's Standard Agreement.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council approves a consulting services agreement with Harris & Associates, in an Amount not-to-exceed $144,790, to provide Professional Design Services for a Highway Safety Improvement Program (HSIP) Cycle 11, using the City's standard agreement form, with the Harris proposal for this work attached hereto marked as **Exhibit A,** and by this reference incorporated herein, and authorize the City Manager to execute said contract 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 December 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZAQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
HARRIS & ASSOCIATES

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and Harris and Associates ("Consultant") (together sometimes referred to as the "Parties") as of December 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 December 31, 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.

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed **144,790,** 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 additional 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.

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.** To the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, its governing body, officers, agents, employees from and against any and all liability, loss damage, claims, expenses and costs (including, without limitation, reasonable attorney fees and cost and costs of litigation) (collectively "Liability") of every nature which arises out of, pertains to, or relates to the negligence, recklessness or willful misconduct of Consultant in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents or employees under Worker's Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive expiration or early termination of this Agreement. This section is applicable to services provided under this agreement that are design professional services provided by a licensed architect, landscape architect, professional engineer, or professional land surveyor.

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:

Craig Siefert, PE
Harris & Associates
60 West Alisal Street, Suite 200
Salinas, CA 93901
Craig.Seifert@WeAreHarris.com

Any written notice to City shall be sent to:
Megan Hunter, City Manager
City of Soledad
P.O. Box 248
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 and 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
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

_____
Megan Hunter, City Manager

Attest:

_____
Megan Hunter, City Clerk

Approved as to Form:

_____
Michael Rodriquez, City Attorney

CONSULTANT: Harris & Associates

_____
Craig Siefert, PE

EXHIBIT A

SCOPE OF SERVICES

.

Exhibit A

Harris & Associates

October 22, 2024

Harris Project No: 1200672011

Don Wilcox
Director of Public Works
Public Works Department
City of Soledad
248 Main Street
Soledad, CA 93960

HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) CYCLE 11 PROPOSAL FOR DESIGN SERVICES (TASK ORDER 11)

Dear Mr. Wilcox,

Harris & Associates (Harris) is pleased to present this proposal to provide engineering design services and prepare construction documents for the Highway Safety Improvement Program (HSIP) Cycle 11 Pedestrian Safety Improvements Project (Project) in the City of Soledad (City). The following outlines our project understanding, proposed scope of services and estimated fee to provide these services.

PROJECT UNDERSTANDING

The HSIP program is a core federal-aid program under the FIxing America's Surface Transportation (FAST) Act that went into effect in December 2015. The purpose of the HSIP program is to achieve a significant reduction in traffic fatalities and serious injuries on all public roads, including non-state owned roads and roads on tribal lands.

Original Scope of Work

The City applied for and was awarded HSIP Cycle 11 funds (state funds) in the amount of $777,240 to support safety improvements at fifteen (15) locations. MNS Engineers (MNS) prepared Concept Plans for each location showing most of the proposed safety improvements. The original HSIP Cycle 11 application and the MNS Concept Plans proposed the following safety improvements by location:

Location 1: Nestles Rd at Los Coches Rd

- Marked Crosswalk on Nestles Rd (at north corner of Los Coches Rd)
- RRFB & bulb outs
- One streetlight (not depicted in concept plans)

Location 2: Nestles Rd at 4th St

- Center line pavement markings on Nestles Rd approaching intersection
- Bulb-outs & marked crosswalks for crossing 4th St and crossing Nestles Rd at northern corner
- One streetlight (not depicted in concept plans)

Location 3: Nestles Rd at Front St

- Restripe crosswalks
- Bulb-outs at northeast and southeast corners

Location 4: Front St at Dixi St

- Marked crosswalk on Dixi St.

Location 5: Front St at East St

- Bulb outs at northwest and northeast corners with ADA ramps
- Green bike boxes on Front St
- Lead pedestrian interval timing

Location 6: Front St at Encinal St

- RRFBs for crossing Front St

Location 7: West St at North St

- Road diet - south of Gabilan Dr restripe as two travel lanes & median
- Double striped median from Gabilan Dr to North St
- Two-way left turn lane from North St to Front St
- Add striped bike lane buffer
- Roadway width: 50 ft-6' bike lane, 3' buffer, 11' travel lane, 10' median or left turn lane

Location 8: West St at Sundew St

- Marked crosswalk for West St (south side of North St)
- RRFB & median island for crossing West St
- Marked crosswalk for Sundew St

Location 9: Entrada Dr at Prado Dr

- Marked crosswalks for crossing Entrada on both sides of Prado
- NS08 - flashing beacons for stops on Entrada & south approach on Prado

Location 10: Entrada Dr at San Fernando

- Orchard at Entrada - Marked crosswalk & pedestrian crossing signage on Entrada Dr
- Install streetlight on north side (not depicted in concept plan)
- Marked crosswalk on Entrada, west of San Fernando with RRFB

Location 11: Orchard Ln at Ventura Dr

- Crosswalk with RRFB on Orchard (south of Ventura)
- Streetlight on southeast corner at Orchard and Ventura (not depicted in concept plan)
- Add streetlight on southeast corner at Orchard and Cambria (not depicted in concept plan)

Location 12: Orchard Ln at Metz Rd

- Intersection lighting (pattern of nighttime collisions)

Location 13: Palm Ave at 3rd St

- Enhanced crosswalk markings
- Streetlight on northwest corner (not depicted in concept plan)

Location 14: Palm Ave at 2nd St

- Crosswalk on Palm, east of Major
- RRFB on Palm

Location 15: Walker Dr at Metz Rd

- RRFB for crossing Metz and lighting on south side

Reduced Scope of Work

Since the original HSIP Cycle 11 application was submitted, several factors have arisen which affect the scope of the proposed safety improvements and locations. These factors are:

- Increased Construction Costs: based on the costs of recent projects within the City, it is anticipated that the funding award of $777,240 will not be enough to construct safety improvements at all 15 locations included with the original application. Therefore, the City has elected to re-evaluate the original scope of work to reduce locations where feasible in order to reduce costs.
- Capital Improvement Program (CIP) Projects: the City is currently constructing the Front Street Maintenance Project. The City is currently in design for the West Street Road Diet Project. Both projects will install several of the safety improvements identified in the original HSIP Cycle 11 application. Therefore, these locations have been removed from the original scope of work.
- Development Projects: certain commercial and/or industrial developments are being proposed near locations identified in the HSIP Cycle 11 application. Based on discussions with City staff, it is anticipated that these developments will be required to mitigate traffic concerns and install certain frontage and/or street improvements. It is assumed that some of the safety improvements identified in the original HSIP Cycle 11 application can be installed by these developments. Therefore, these locations have been removed from the original scope of work.
- Active Transportation Program (ATP) and Safe Routes to Schools (SR2S): the City submitted an application for ATP Cycle 7 funding which included SR2S safety improvements along major corridors and at various locations throughout the City. Several of the safety improvements and locations identified in the original HSIP Cycle 11 application were included in the ATP Cycle 7 application. Therefore, these locations have been removed from the original scope of work.

Harris met with City staff to review each location based on the factors listed above and have determined the following, reduced scope of work:

Location 1: Front St at East St

- Lead pedestrian interval timing

Location 2: Entrada Dr at Prado Dr

- High visibility crosswalks
- Solar stop signs

Location 3: Entrada Dr at San Fernando

- Solar powered RRFBs
- New intersection striping and green bike lanes
- One (1) new streetlight

Location 4: Palm Ave at 2nd St

- Solar powered RRFBs
- New intersection striping

Location 5: Walker Dr at Metz Rd

- Solar powered RRFBs and/or alternative safety improvements

Location 6: To be determined

- During preliminary engineering, if the estimated costs of the Project allow for additional safety improvements, Harris will work with the City to identify another location to include in the reduced scope of work.

Therefore, Harris will provide engineering design services and prepare Plans, Specifications, and Estimates (PS&E) for the reduced scope of work (5-6 locations) described above.

SCOPE OF SERVICES

The following details our proposed scope of services.

Task 1 – Project Management

1.1 Project Management

Project Management responsibilities include the preparation and maintenance of the project scope, schedule, budget, and resource management. A brief progress report will accompany monthly invoices. The monthly report will discuss budget, schedule, and "next steps".

1.2 Meetings and Coordination

This task includes meetings with City staff throughout design process. This includes a kickoff meeting, two (2) preliminary design meetings and two (2) design review meetings at the 70% and 100% submittals.

Task 2 – Preliminary Engineering

2.1 Field Investigation

Harris will perform a field investigation for the locations listed above (reduced scope). During the field investigation, Harris will gather the following information:

- Evaluate existing conditions.
- Identify and quantify areas (SF) that will require repairs.
- Identify and evaluate drainage patterns to select best approach to design improvements.
- Locate surface utility covers, manholes, vaults, and monuments to identify as "protect in place" or "adjust to grade" on project plans. This will assist in coordination with subcontractors and accuracy of topographic survey.
- Identify and quantify (LF) existing striping conditions. This will be used to develop new signing and striping plans for the project.

2.2 Topographic Mapping

Our subconsultant RJA will provide supplemental survey for the reduced scope locations listed above (5-6 locations). Other identified locations will use available survey data recently obtained during the design efforts for other projects.

Harris will use the Topographic Map provided by RJA to develop base maps. For other locations where no survey is required, Harris will use available aerial imagery and supplement with the information from the field investigation in which line work will be placed to depict the proposed improvements.

2.3 Information Gathering and Coordination

Harris will send utility notification to the various utility agencies with information about the upcoming City project. Our team will coordinate with the various utility agencies about any conflict, upgrades, or construction that they are planning within the project limits. This task will include working with the City of Soledad to contact each existing utility company to obtain existing utility maps.

In addition to any information provided by the City, Underground Service Alert (USA) will be contacted to obtain a complete list of utility owners within the project footprint, and all communication will be documented and kept in the project records.

If necessary, our subconsultant TLE, will prepare a new electrical service application to PG&E. See appendix B for TLE detailed scope of work.

2.4 30% Conceptual Plans and OPCC

Using available information as provided by City staff, including the grant application, input from various stakeholders, the topographic survey and the field investigation, our team will develop 30% level conceptual plans for the proposed improvements and an Opinion of Probable Construction Cost (OPCC).

See **Attachment 2** Subconsultant Proposals for RJA's and TLE's detailed scope of work.

Task 3 – 70% PS&E

3.1 70% Plans

Based upon the initial kick off meeting, field investigation, base map compilation, and the 30% level conceptual plans Harris will develop and submit 70% PS&E. The plans will be prepared using the City's standard title block and design standards. Harris assumes the following sheet schedule:

1. One (1) Title Sheet with Project Index Map
2. One (1) General Notes, Symbols and Abbreviations Sheet
3. Two (2) Construction Details Sheets
4. Five to Six (5-6) Improvement Plans, Signing and Striping Plans
5. One (1) Lighting Plan (by TLE)
6. One (1) Electrical Details Sheet (by TLE)
7. One (1) Signal Timing Plan (by TLE)

Total = Approximately 12-13 sheets.

3.1 70% OPCC

A detailed engineer's opinion of probable construction costs will be developed and included as part of the 70% PS&E submittal to the City. Pending the value of the engineer's opinion of probable construction costs and the allocation of available funds for construction, Harris will re-evaluate the project and determine if the construction scope of work shall be revised. At this time, Harris will discuss options with City staff to obtain direction prior to proceeding.

3.2 70% Technical Specifications

Special provisions, in "Green Book format" describing the project items and the technical requirements will be prepared. The Special Provisions will describe special design and coordination features of the project as well as provide requirements for materials, equipment, installation, and workmanship. A bid schedule will also be prepared in sufficient detail to assist in evaluating bids and preparing progress payments. The work will be submitted in PDF and Microsoft Word format.

3.3 Quality Assurance/Quality Control

Senior engineering staff will perform a QA/QC review using internal processes and check lists. Prior to the 70% submittal, our QC manager will perform a detailed review of all construction documents to ensure quality and consistency.

Task 4 – 100% PS&E

Based on the approved 70% PS&E, Harris will develop the final construction documents (100% PS&E) for the project.

4.1 Preparation of Construction Plans

After the 70% design review and approval, the construction drawings will be developed to 100% for the City to use in the bid process.

4.2 Preparation of Opinion of Construction Cost Estimates

A detailed engineer's opinion of probable construction costs will be developed for the 100% plan submittal to the City. The estimate will incorporate recent relevant bid prices, price quotes from equipment vendors as necessary, and will reflect the most recent trends in construction pricing.

4.3 Preparation of Technical Specifications

100% technical specifications will be provided to the City, all special bid items or materials will be researched in advance to assure local availability. The work will be submitted in PDF and Microsoft Word format.

4.4 Quality Control:

Harris will have senior engineering staff perform a QA/QC review using Harris QA/QC Manual and check lists. Prior to the 100% submittal, our QC manager will perform a detailed review of all construction documents to ensure quality and consistency.

Harris will prepare the previously detailed contract documents, including bid schedule, special provisions, and final engineer's opinion of construction costs in Microsoft WORD and PDF format. PDF plans will also be issued. All drawings will be provided in AutoCAD format upon completion of the project.

Task 5 – Caltrans Coordination

5.1 Update Benefit Cost Analysis (BCA)

Due to the reduced scope of work, Harris anticipates that a new BCA will be required by Caltrans. Harris will prepare an updated BCA based on the reduced scope of work described herein. Harris assumes that the reduced scope of work will meet or exceed the minimum BCA for HSIP Cycle 11.

5.2 Scope Reduction Support

Harris will coordinate the reduced scope of work with Caltrans to obtain their approval. This task includes email and telephone coordination.

Task 6 – Environmental (CEQA) Documentation

Our team will support the City after submitting final design and be ready for questions from Contractors.

6.1 Project Coordination

Coordinate with the City and Caltrans staff to confirm and clarify the required process and requirements for Environmental (CEQA) documentation. This scope of work assumes the project will be processed through Caltrans Local Assistance program and will require preparation of a Caltrans Preliminary Environmental Study (PES) Form and CEQA environmental checklist form.

6.2 Project Description and Site Visit

Prepare a project description that includes adequate information about planned construction methodologies and best management practices (provided by the project design team) to analyze the potential environmental impacts.

6.3 Caltrans PES and CEQA Checklist

Prepare CEQA documentation, including a Caltrans PES Form and Caltrans CEQA environmental checklist form, using the Caltrans template provided on the Caltrans Standard Environmental Reference (SER) website for the infrastructure improvements, to support a CEQA Categorical Exclusion. This scope includes providing one draft set of the Caltrans CEQA documentation and one final set, and it assumes Caltrans will process the Categorical Exclusion.

6.4 CEQA Documentation

Prepare a CEQA Notice of Exemption form with supporting memorandum that explains 1) why the project qualifies for a Categorical Exemption under Class 1, Existing Facilities (CEQA Guidelines 15301), and 2) why none of the six (6) exceptions

to using a categorical exemption apply to the project CEQA Guidelines 15300.2). This scope includes providing one draft set of the CEQA documentation and one final set. This scope also assumes Harris will file the NOE with the State Clearinghouse and the Monterey County Clerk, which will require a $50 filing fee that has been included in this scope of work.

ASSUMPTIONS AND EXCLUSIONS

We have made the following assumptions and exclusions for this project:

1. All safety improvements will be constructed within existing city-owned public rights-of-way.
2. The Project will have minimal ground disturbance with no disturbance to existing creeks or drainages, no habitat or tree removal, and no new or expanded travel lanes what would expand vehicular capacity.
3. The Project qualifies for Categorical Exemption Class 1.
4. Grant management, coordination, invoicing and reimbursements will be performed by the City.
5. Design services for additional locations beyond those described herein is not included in this scope of work.
6. Design Services During Construction (DSDC) are not a part of this scope of work.
7. Bid support services will be coordinated by the City.
8. Construction management and inspection services are not included in this scope of work.

PROJECT SCHEDULE

The delivery of the HSIP Cycle 11 state funded projects must meet the following milestones:

- The PE phase (if applicable) must be allocated by 13/31/2023.
  Note: the City allocated the PE phase on 5/15/23. The City then withdrew the PE allocation and asked for all funds to be allocated to the construction (CON) phase.
- The Construction (CON) phase must be allocated by 3/31/2026; and
- The Project must be completed and closed out by 3/31/2028

To comply with the milestone dates, Harris proposes the following Project schedule:

Notice to Proceed (NTP) ..... December 1, 2024
30% Conceptual Plans ..... February 21, 2025
70% PS&E ..... April 25, 2025
100% PS&E ..... June 27, 2025
Anticipated Construction ..... July 2025

This schedule assumes a two-week City review time for each submittal and no unforeseen circumstances impacting the project schedule.

PROPOSED FEES

Harris will provide the services described herein for an estimated time and materials fee of **$144,790** as shown in **Attachment 1 – Fee Estimate**. We would be happy to discuss the fees and their association with our proposed scope of work and make revisions where mutually agreeable.

We greatly appreciate your consideration of this proposal. Please feel free to contact us with any questions.

Sincerely,
Harris & Associates, Inc.

Harris & Associates, Inc.



Craig Siefert, PE
Sr. Director – Engineering Services
(949) 236-0061 ■ Craig.Seifert@WeAreHarris.com

Leon D. Gomez, PE
Sr. Project Manager - Engineering Services
(831) 789-8670 ■ Leon.Gomez@WeAreHarris.com

Attachments:
1 Fee Estimate
2 Sub consultant Proposals

EXHIBIT B

COMPENSATION SCHEDULE

ATTACHMENT 1
FEE ESTIMATE
HSIP CYCLE 11 - CITY OF SOLEDAD

Date: 10/22/24

SOLEDAD HSIP CYCLE 11

PHASE / TASK NO.	Work Task or Item* DESCRIPTION	Principal In-Charge $ 320.00		QA/QC $ 285.00		Project Manager II $ 220.00		Sr. Engineer I $ 185.00		Engineer III $ 150.00		Sr Consultant $ 285.00		Enve Project Manager $ 280.00		Enve Analyst $ 160.00		Enve AQ/GHG/Noise $ 200.00		Enve Bio/Nat Res $ 160.00		Enve GIS/Graphics $ 155.00		Subconsultants				TOTAL HOURS	TOTAL FEE
																								TL Engineering		RJA			
		HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	HRS	COST	COST	10% Mark Up	COST	10% Mark Up		
1	**Project Management**	4.0	$ 1,280.00	0.0	$ -	40.0	$ 8,800.00	4.0	$ 740.00	0.0	$ -	4.0	$ 1,140.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	$ 480.00	$ 48.00	$ -	$ -	44.0	$ 12,488.00
1.1	Project Management	2.0	$ 640.00		$ -	32.0	$ 7,040.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	$ 480.00	$ 48.00		$ -	34.0	$ 8,208.00
1.2	Meetings and Coordination	2.0	$ 640.00		$ -	8.0	$ 1,760.00	4.0	$ 740.00		$ -	4.0	$ 1,140.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	10.0	$ 4,280.00
2	**Preliminary Engineering**	0.0	$ -	4.0	$ 1,140.00	4.0	$ 880.00	48.0	$ 8,880.00	116.0	$ 17,400.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	$ 7,350.00	$ 735.00	$ 8,700.00	$ 870.00	124.0	$ 45,955.00
2.1	Field Investigation		$ -		$ -		$ -	8.0	$ 1,480.00	16.0	$ 2,400.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 3,390.00	$ 339.00		$ -	16.0	$ 7,609.00
2.2	Topographic Mapping		$ -		$ -		$ -	4.0	$ 740.00	12.0	$ 1,800.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 1,320.00	$ 132.00	$ 8,700.00	$ 870.00	12.0	$ 13,562.00
2.3	Information Gathering and Coordination		$ -		$ -		$ -	4.0	$ 740.00	24.0	$ 3,600.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	24.0	$ 4,340.00
2.4	30% Conceptual Plans and OPCC		$ -	4.0	$ 1,140.00	4.0	$ 880.00	32.0	$ 5,920.00	64.0	$ 9,600.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,640.00	$ 264.00		$ -	72.0	$ 20,444.00
3	**70% PS&E**	0.0	$ -	16.0	$ 4,560.00	8.0	$ 1,760.00	60.0	$ 11,100.00	124.0	$ 18,600.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	$ 4,050.00	$ 405.00	$ -	$ -	148.0	$ 40,475.00
3.1	70% Plans		$ -		$ -	8.0	$ 1,760.00	36.0	$ 6,660.00	80.0	$ 12,000.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,640.00	$ 264.00		$ -	88.0	$ 23,324.00
3.2	70% OPCC		$ -		$ -		$ -	8.0	$ 1,480.00	16.0	$ 2,400.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 960.00	$ 96.00		$ -	16.0	$ 4,936.00
3.3	70% Technical Specifications		$ -		$ -		$ -	16.0	$ 2,960.00	28.0	$ 4,200.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 450.00	$ 45.00		$ -	28.0	$ 7,655.00
3.4	QA/QC		$ -	16.0	$ 4,560.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	16.0	$ 4,560.00
4	**100% PS&E**	0.0	$ -	8.0	$ 2,280.00	8.0	$ 1,760.00	36.0	$ 6,660.00	72.0	$ 10,800.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	$ 3,360.00	$ 336.00	$ -	$ -	88.0	$ 25,196.00
4.1	100% Plans		$ -		$ -	8.0	$ 1,760.00	24.0	$ 4,440.00	48.0	$ 7,200.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 2,880.00	$ 288.00		$ -	56.0	$ 16,568.00
4.2	100% OPCC		$ -		$ -		$ -	4.0	$ 740.00	8.0	$ 1,200.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 240.00	$ 24.00		$ -	8.0	$ 2,204.00
4.3	100% Technical Specifications		$ -		$ -		$ -	8.0	$ 1,480.00	16.0	$ 2,400.00		$ -		$ -		$ -		$ -		$ -		$ -	$ 240.00	$ 24.00		$ -	16.0	$ 4,144.00
4.4	QA/QC		$ -	8.0	$ 2,280.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8.0	$ 2,280.00
5	**Caltrans Coordination**	0.0	$ -	0.0	$ -	12.0	$ 2,640.00	0.0	$ -	0.0	$ -	28.0	$ 7,980.00	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	$ -	$ -	$ -	$ -	12.0	$ 10,620.00
5.1	Update Benefit Cost Analysis (BCA)		$ -		$ -	8.0	$ 1,760.00		$ -		$ -	24.0	$ 6,840.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	8.0	$ 8,600.00
5.2	Scope Reduction Support		$ -		$ -	4.0	$ 880.00		$ -		$ -	4.0	$ 1,140.00		$ -		$ -		$ -		$ -		$ -		$ -		$ -	4.0	$ 2,020.00
6	**Environmental Documentation**	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	0.0	$ -	9.0	$ 2,520.00	36.0	$ 5,760.00	2.0	$ 400.00	2.0	$ 320.00	4.0	$ 620.00	$ -	$ -	$ -	$ -	0.0	$ 9,620.00
6.1	Project Coordination		$ -		$ -		$ -		$ -		$ -		$ -	4.0	$ 1,120.00	2.0	$ 320.00		$ -		$ -		$ -		$ -		$ -	0.0	$ 1,440.00
6.2	Project Description and Site Visit		$ -		$ -		$ -		$ -		$ -		$ -	1.0	$ 280.00	8.0	$ 1,280.00		$ -		$ -		$ -		$ -		$ -	0.0	$ 1,560.00
6.3	Caltrans PES and CEQA Checklist		$ -		$ -		$ -		$ -		$ -		$ -	2.0	$ 560.00	10.0	$ 1,600.00	1.0	$ 200.00	1.0	$ 160.00	2.0	$ 310.00		$ -		$ -	0.0	$ 2,830.00
6.4	CEQA Documentation		$ -		$ -		$ -		$ -		$ -		$ -	2.0	$ 560.00	16.0	$ 2,560.00	1.0	$ 200.00	1.0	$ 160.00	2.0	$ 310.00		$ -		$ -	0.0	$ 3,790.00
EXP	**Reimbursables**	$	-			$	100.00					$											50.00	$ 260.00	$ 26.00				$ 436.00
	Grand Total:	4.0	$ 1,280.00	28.0	$ 7,980.00	72.0	$ 15,840.00	148.0	$ 27,380.00	312.0	$ 46,800.00	32.0	$ 9,120.00	9.0	$ 2,520.00	36.0	$ 5,760.00	2.0	$ 400.00	2.0	$ 320.00	4.0	$ 620.00	$ 15,500.00	$ 1,550.00	$ 8,700.00	$ 870.00	416.0	**$ 144,790.00**

WORK ORDER NO. 1 (REVISED)

Client: Harris & Associates
3620 American River Drive, Suite 175
Sacramento, CA 95864
Attn.: **Gabriel Gutierrez, PE, QSD, MS**
Phone #: 619.382.7788

Date: ~~May 22, 2024~~
~~May 23, 2024~~
August 5, 2024

Job #: Proposal **P/T:** See Exhibit A

Job Name: Palm Avenue at 2nd Street Intersection, Soledad CA

Description of Scope of Work: See "Exhibit A" for details.

Fee for Services: See "Exhibit B" for details.

Conditions: Expenses shall be reimbursed in addition to the Fees for Services in accordance with the attached Rate and Expense Schedule. At the end of June each year, the rates and remaining fees for all services shall be increased proportionately to the increase in costs incurred by Consultant for labor and expenses. Invoices will be rendered monthly for the work done in the preceding month and will be due and payable upon receipt. All accounts not paid within thirty (30) days after date of invoice will bear a FINANCE CHARGE OF 1.5% per month, or the legal rate of interest, whichever is less, on the unpaid balance until paid in full. In the event any action is brought pursuant to this agreement concerning any amounts due hereunder, the prevailing party shall be reimbursed for all litigation and collection expenses, including but not limited to reasonable attorney's fees.

All work performed shall be in accordance with generally accepted standards of professional practice. All tracings, survey notes, and other original documents shall be the property of Consultant, except where by law or precedent these documents become public property.

The Client agrees to limit the liability of Consultant, its principals, employees and their sub consultants, to the Client and to all contractors and subcontractors on this project, for any claim or action arising in tort, contract or strict liability, such that the total aggregate liability of Consultant to all those named shall not exceed $500,000 or the amount of the Fee for Services, whichever is less.

Either party may terminate this agreement if the other party is in material breach of the provisions of this agreement. In addition, either party may terminate the agreement for its convenience and without cause by giving 15 days written notice to the other party. In the event of any termination, Client shall pay Consultant for all services rendered, in accordance with this Work Order.

Notice of Licensure: As of the date of this Agreement, RJA's Gilroy office employs the following individuals licensed by the State of California (RCE unless otherwise noted): Arminta J. Jensen, #42321; David R. Stanton, #56150; Paul C. Patton, #66271; Luis Santiago-Sotelo, #79665; Christopher D. Maxwell, #91365; Caroline R. Seifert, #93626; Ryan T. Lindseth #93967; Amadeo Lopez, #96064; Bryan D. Pierce, P.L.S. #8859; Arminta J. Jensen, P.L.S. #9311.

Consultant: Ruggeri-Jensen-Azar

By: _____

Date: 8/5/2024

Client: Harris & Associates

By: _____

Date: _____

Attachments: Exhibit A, Exhibit B, RJA Rate and Expense Schedule

EXHIBIT A
SCOPE OF SERVICES
For
PALM AVENUE AT SECOND ST. INTERSECTION
SOLEDAD, CALIFORNIA
AUGUST 5, 2024

RJA JOB NUMBER: Proposal

TYPE OF WORK: Survey Services

CLIENT: Harris & Associates

SUBJECT PROPERTY:

Palm Avenue at 2nd Street intersection, located in Soledad, Monterey County, California. Client intends to improve the intersection in the City of Soledad. The City of Soledad is considered the Lead Agency for processing the work described herein.

SCOPE OF SERVICES:

10. DESIGN SURVEY

A. Resolved Boundary

Consultant will establish project horizontal and vertical control, search for and locate existing controlling boundary monumentation and resolve project boundary based upon the Monterey County Public Records. Boundary information will be provided fifty (50) feet beyond the intersections.

The resolved boundaries will be provided for the following locations:

- Palm Avenue, 2nd Street, and Major Avenue

D. Topographic Survey

Consultant will provide ground survey and data reduction for pavement grades, lip of gutter grades, flowline of gutter grades, top/face of curb grades, back of walk grades, and fifteen (15) feet behind back of walk grades at twenty-five (25) foot intervals. Survey data will be collected fifty (50) feet beyond the return of each surveyed area.
The deliverable will be an Autocad file of the surveyed data at a scale of 1’ = 10’.

Topographic survey data will be collected at the following locations:

- Two (2) returns at Palm Avenue and 2nd Street.
- Two (2) returns at Major Avenue to Palm Avenue.

This proposal assumes that the location will be authorized and available for survey at the same time.

M. Optional Survey Services

Provide up to sixteen (16) hours of two-person field crew and twelve (12) hours of office survey support as requested by Client.

REIMBURSABLE/ADDITIONAL SERVICES/EXCLUSIONS

Any reproduction work, other than that required for the Consultant's in house use, and all mileage, Federal Express, UPS, California Overnight, and other deliveries will be billed per the attached Rate and Expense Schedule in addition to the fees shown in Exhibit B.

The services to be provided are those detailed in this Scope of Services (Exhibit A). All items not expressly described in this Scope of Services shall be deemed "additional services"/"extra work" and compensation shall be on a time and expense basis per the attached Rate and Expense Schedule. The following items are specifically excluded from this Scope of Work:

A. Preliminary/Tentative Map and/or Final Map Exclusions

1. Plats and legal descriptions for easements or ROW not specifically mentioned in the Scope of Services
2. Processing or the recording of map after Agency approval
3. Provision of preliminary or final title report
4. Any plats and descriptions for offsite purposes
5. Preparation of a "Vesting Tentative Map"
6. Any and all documents required for public noticing or mailing of such
7. Assistance with any property, right-of-way, or easement acquisition.

D. Misc Exclusions

1. Topographic survey in addition to what is described in this proposal
2. Aerial topographic survey
3. Preparation of Caltrans Right Of Way Appraisal Maps
4. Any environmental investigations and/or technical studies or any services related to regulatory agencies
5. Any soils investigations and/or reports
6. Potholing of existing underground facilities/utilities
7. Preparation of any pavement analysis
8. Calculation for pavement structural sections
9. Preparation of any design elements other than those specifically mentioned in this scope of services
10. Coordination with any utility companies for utility relocations
11. Inspection services
12. Construction staking
13. Survey services related to field measurements and filing of any corner record if any monumentation is disturbed or destroyed. If such is necessary per State Law, additional services and compensation will be required.

MISCELLANEOUS PROVISIONS

B. Record of Surveys

Pursuant to "The State of California Professional Land Surveyors Act" (Government Code Section 8762 - January 1, 2007), if after performing the boundary survey for the project, any material discrepancies in the boundary information and existing monumentation are found, the resolved boundary information will be depicted on the final map for the project and the corresponding boundary monumentation will be set. Should the Client decide not to pursue a final map for the project, a "Record of Survey" will be prepared by RJA and recorded by the Client. Additionally, all required boundary monumentation will be set according to the Record of Survey. If a Record of Survey is required, Client agrees to compensate RJA on a Time and Expense (T&E) basis per the attached Rate and Expense Schedule for all costs associated with the preparation of the boundary survey and boundary monumentation.

Initial RJA _____ Initial Client

C. Schedule

The Client and Consultant are aware that many factors outside the Consultant's control may affect the Consultant's ability to complete the services to be provided under this Agreement. The Consultant will perform these services with reasonable diligence and expediency consistent with sound professional practices.

D. Notice of Licensure

As of the date of this Agreement, RJA's Gilroy office employs the following individuals licensed by the State of California (RCE unless otherwise noted): Arminta J. Jensen, #42321; David R. Stanton, #56150; Paul C. Patton, #66271; Luis Santiago-Sotelo, #79665; Christopher D. Maxwell, #91365; Caroline R. Seifert, #93626; Ryan T. Lindseth #93967; Amadeo Lopez, #96064; Bryan D. Pierce, P.L.S. #8859; Arminta J. Jensen, P.L.S. #9311.

E. Site Visits and Construction Support

If included in this Scope of Services, Site Visits and/or Construction Support are only for visual observation of construction to permit the Consultant, as an experienced and qualified professional, to answer field questions from Client and aid in expressing intent of documents prepared by Consultant. In making such visits or providing support, the Consultant makes no guarantees for, and shall have no authority or control over, the Contractor's performance or failure to perform the Work in accordance with the Contract Documents. The Consultant shall have no responsibility for the means, methods, techniques, sequences or procedures selected by the Contractor or for the Contractor's safety precautions and programs nor for failure by the Contractor to comply with any laws or regulations relating to the performance or furnishing of the Work by the Contractor.

F. Electronic Media

If Client requires a copy of RJA's horizontal layout and/or control data in electronic media form (electronic media) for use by them and their consultants/contractors (Client and Client Users), the Client and Client Users will comply with the State Business and Professions Code Chapters 7 and 15, Professional Engineers Act and Professional Land Surveyors Act, respectively; any such use governed by these codes will be performed by, or under the responsible charge of a qualified/licensed individual as set forth and defined therein. In addition, Client and Client Users are responsible to confirm the accuracy by checking the media against the accompanying hard copy ("hardcopy") of the electronic media. If there is a discrepancy, the data on the hardcopy information governs. Client and Client Users hereby assume full responsibility for comparing the electronic media information to the hardcopy information and agrees to notify RJA in writing of any observed discrepancies. Client and Client and hereby agrees to assume any and all responsibility from any results obtained in use of this electronic media, as RJA makes no representation as to the accuracy of the electronic media information.

EXHIBIT B
COMPENSATION
for
PALM AVENUE AT SECOND ST. INTERSECTION
SOLEDAD, CALIFORNIA
AUGUST 5, 2024

Client shall compensate Consultant for the performance of the work previously described in Exhibit A, SCOPE OF SERVICES, and for such extras and additions as follows:

I. SCOPE OF SERVICES ITEM		**FEE**
10. DESIGN SURVEY		
A. Resolved Boundary		$1,000
D. Topographic Survey		$7,700
	Total:	**$8,700**
M. Optional Survey Services		$7,400

II. Printing and Miscellaneous Expenses

Any reproduction work, other than that required for the Consultant's in house use, and all mileage, Federal Express, UPS, On-Trac, and other deliveries and expenses will be billed per the attached Rate and Expense Schedule, in addition to the above fees.

III. Additional Services

The services to be provided are those detailed in Exhibit A, Scope of Services. All items not expressly described in this scope and all hours for a specific item which are above those stated in the scope of services shall be deemed "Additional Services"/"Extra Work" and compensation shall be on a time and expense basis per the attached Rate and Expense Schedule, in addition to the above fees.

IV. Payment Terms

Invoices will be rendered monthly for the work done in the preceding month and will be due and payable upon receipt. All accounts not paid within thirty (30) days after date of invoice will bear a FINANCE CHARGE OF 1.5% per month, or the legal rate of interest, whichever is less, on the unpaid balance until paid in full. In the event any action is brought in this agreement concerning any amounts due hereunder, the prevailing party shall be reimbursed for all litigation and collection expenses, including but not limited to reasonable attorneys' fees.

Fees shown are good through September 30, 2024. Rate & Expense Schedule is good through September 30, 2024. At the end of June each year, the rates and remaining fees for all services shall be increased proportionately to the increase in costs incurred by Consultant for labor and expenses and the Rate and Expense Schedules will be updated.

Initial RJA _____ Initial Client

RATE AND EXPENSE SCHEDULES
For
PALM AVENUE AT SECOND ST. INTERSECTION
SOLEDAD, CALIFORNIA
(Effective through September 30, 2024)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Classification	Rate
Senior Project Manager	$279.00
Project Manager	264.00
Senior: Engineer, Surveyor, Planner	251.00
Associate: Engineer, Surveyor, Planner	234.00
Engineer, Surveyor, Planner	217.00
Assistant: Engineer, Surveyor, Planner	188.00
Senior Designer/Technician	184.00
Technician	163.00
Assistant Technician	141.00
Project Coordinator	125.00
Administrative Assistant	107.00
Clerical	81.00
Field Survey Manager	232.00
1-Person Survey Crew	214.00
2-Person Survey Crew	328.00
3-Person Survey Crew	395.00
Principal	295.00
Deposition/Court Appearance	rates are available upon request

EXPENSE SCHEDULE

Bond Copy (24"x36")	$1.50 each
Color/mylar plot (small, medium)	$10.00 each
Color/mylar plot (large)	$50.00 each
Xerox copy	$0.15 each
Color xerox copy (8½ x 11 or 11 x 17)	$0.50 each
Client-Requested Overtime	Hourly Rate plus 25%

All other expenses, including: ..... Actual Cost plus 15%

- Delivery Service
- Outside Reproduction
- Mileage - Auto
- Outside Consultants
- Travel & Expenses
- Filing or Permit Fees
- Conference Call Expenses

Initial RJA _____ Initial Client

TL ENGINEERING

314 Colville Dr
San Jose, CA 95123
T 209-829-1553

August 1, 2024

Leon D. Gomez, PE, QSD
Sr. Project Manager, Harris & Associates
450 Lincoln Avenue, Suite 103
Salinas, CA 93901

RE: Soledad HSIP Cycle 11 Project, Soledad, CA
Proposal to Provide Engineering Services for Lighting Photometrics & Street Lighting Design

Dear Mr. Gomez:

TL Engineering (TLE) is pleased to provide professional engineering services for the preparation of lighting photometrics plans and lighting improvement plans as part of the City of Soledad HSIP Cycle 11 project, which includes lighting improvements at various locations throughout the City of Soledad. The project understanding, assumptions, and specific services to be provided are described in Exhibit A of this proposal. The proposed fee estimate is included in Exhibit B.

The Client agrees to limit the liability of Consultant, its principals, employees and their sub consultants, to the Client and to all contractors and subcontractors on this project, for any claim or action arising in tort, contract or strict liability, such that the total aggregate liability of Consultant to all those named shall not exceed $500,000 or the amount of the Fee for Services, whichever is less. We appreciate having the opportunity to assist you with this project, and we look forward to providing you with excellent service. If you have any questions or need additional information, please contact me at your convenience.

Respectfully Submitted,

TL Engineering

L. Trujillo

Leo Trujillo, PE, TE
Principal
T 209-829-1553
LTrujillo@tlengineering.net

Approved by Client

Harris & Associates

_____
Signature Date

_____
Name

_____
Title

TL ENGINEERING

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San Jose, CA 95123
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EXHIBIT A
SCOPE OF SERVICES
For
SOLEDAD HSIP CYCLE 11 PROJECT - LIGHTING PHOTOMETRICS & STREET LIGHTING DESIGN
CITY OF SOLEDAD

ASSUMPTIONS & UNDERSTANDING:

The City of Soledad (City) was awarded funding for the implementation of roadway safety improvements as part of the HSIP Cycle 11 program. The funding will be used to install safety enhancement improvements and devices, including Rectangular Rapid Flashing Beacons (RRFB), bulb-outs (i.e. curb extensions), high-visibility striping, street lighting, signage, etc. Harris & Associates (H&A) has requested that TLE provide lighting level photometrics at one location and determine the need for any additional street lights. One (1) other location is also included as an optional task. Once the required lighting levels are achieved for the one location, design plans and specifications will be prepared for the proposed street lights at the project location(s). Signal timing sheets will also be developed for the addition of a lead pedestrian interval (LPI) at one location. The following includes the assumptions and understanding for the TLE scope of work:

- Harris & Associates (H&A) is the prime consultant for this project. As such, H&A will provide all existing conditions and proposed improvement base mapping for all project locations.
- The following are the locations that TLE will provide photometrics analysis, street light design, or signal timing sheets:
    1. Front Street / East Street: signal timing sheets for new LPI
    2. Entrada Drive / San Fernando: photometrics analysis and street light design
    3. Nestles Road / 4th Street (OPTIONAL TASK): photometrics analysis and street light design
- TLE will use the standard type of street lights (i.e. Cree Lighting) that the City has identified should be used throughout the City.
- Based on the information provided by the City, TLE will prepare lighting photometrics plans to assess the lighting levels at the locations identified above. Existing roadway street lights will be added into the photometrics analysis to determine the need for additional lights. Cree lights will be used in the photometrics plans. Various light wattages will be used in order to meet the minimum lighting requirements without being too bright.
- There are overhead utility lines along the east side of Nestles Road. This may present conflicts with the new street light at the Nestles Road / 4th Street intersection. Therefore, the new street light may need to be shorter than a standard Type 15 street light to avoid conflicts with and maintain clearance from the overhead utility lines, in accordance with CPUC GO 95.
- To verify the height of the overhead lines, TLE staff will conduct a site visit and measure the height of the various lines at the approximate location of the proposed street light at the Nestles Road / 4th Street intersection.
- At locations 2 and 3, there are existing street lights located at or near the project intersection. Therefore, the approach of the design at these locations will be to intercept the existing street lighting circuit and splice the new light conductors to the existing conductors. This way, a new service cabinet / meter will not be necessary.
- Once the required lighting levels are achieved at the identified location(s), TLE will prepare design plans and specifications for the proposed street lights at the project intersections.

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- Any roadway improvements, including roadway paving, median modifications, curb, gutter, sidewalk, ADA curb ramps, signing, striping, RRFB, and any other civil improvements will be prepared by H&A.
- It is assumed that the City and/or PG&E will provide as-built material for the street lighting and the electrical service meter equipment, describing the existing street light information, including type of lights, luminaire arm height, wattage, and manufacturer. It is also assumed that PG&E will provide the voltage of the existing overhead utility lines at the three potential conflict intersections.
- Preparation of traffic control plans is not currently included in Consultant's scope of work. This can be added upon request from Client.
- Construction support services are included in our scope of services.

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SCOPE OF SERVICES:

TASK 1 PROJECT MANAGEMENT & COORDINATION

As part of the project management and coordination, it is expected that regular communication will be maintained with the project consultant team, the City of Soledad, and PG&E. TLE will participate in individual phone calls, team conference calls, and email correspondence and necessary to obtain the necessary information for the project and to discuss and resolve project issues.

TASK 2 BASE MAP MANIPULATION

TLE will manipulate the base plan(s) provided by the Client (H&A) to change layer names, colors, & linetypes to print correctly with the TLE AutoCAD plot styles. Existing and proposed CAD base files form the Client will be referenced into TLE's photometrics and street lighting improvement drawings.

TASK 3 EXISTING CONDITIONS RESEARCH

TLE will reach out to the City of Soledad and to PG&E to request as-built material for the street lighting and the electrical service meter equipment, describing the existing street light information, including type of lights, luminaire arm height, wattage, and manufacturer. TLE will also request voltage information for the existing overhead lines from PG&E.

TASK 4 SITE VISIT

TLE will conduct a site visit to record existing site conditions. During our visit, our staff will record the type and height of any existing street lights within the project limits. Our staff will also measure the height of the existing overhead lines at the approximate location of the proposed street lights on Nestles Road / 4th Street. Information regarding the existing street lighting pull boxes, wiring, and electrical service equipment / meter will also be collected during the site visit. This information, together with the information collected as part of Task #3, will then be used in the preparation of the photometrics plans, as well as the street lighting design plans and specifications.

TASK 5 LIGHTING LEVEL PHOTOMETRICS

TLE will provide a lighting level photometric analysis at location 2 (Entrada Drive / San Fernando). The lighting levels will be checked against current IES lighting level requirements for intersection and pedestrian safety requirements. Existing roadway street lights (if any) will be added into the photometrics analysis to help meet the lighting requirements. Cree lights will be used for the new lights in the photometrics plans. Various light wattages will be used in order to meet the minimum lighting requirements without being too bright. The photometrics plans will be submitted to the City for review and approval.

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TASK 6 STREET LIGHTING DESIGN 70% PS&E

The following include one (1) project locations that will include street lighting improvements:

- Entrada Drive / San Fernando: one new street light

Once the lighting levels have been reviewed and approved by the City at Entrada Drive / San Fernando, detailed design plans will be prepared for the new street lights to be installed at this location. Plans & specifications for the new street lights will be prepared in accordance with the latest Caltrans Standard Plans & Standard Specifications. The type of luminaires to be used will adhere to the City's standards and requirements.

The design will include the street light location, light type, pole height, mast arm length, luminaire wattage, foundation, as well as pull boxes, conduit, and wiring. The approach of the design will be to intercept the existing street lighting circuit near the existing light location and splice the new light conductors to the existing conductors. This way, a new service cabinet / meter will not be necessary.

A 70% set of plans, specifications, & estimate (PS&E) will be prepared and sent to H&A for submittal to the City for review and comment.

TASK 7 STREET LIGHTING DESIGN 100% PS&E

Based on comments received from the City from the previous submittal, TLE will make all appropriate revisions and prepare a set of Final street lighting PS&E. The Final plans will be sent to H&A for submittal to the City for review and approval.

TASK 8 SIGNAL TIMING SHEETS

Signal timing sheets will be developed for the addition of a lead pedestrian interval (LPI) at the Front Street / East Street intersection. Existing signal timing sheets shall be provided by the City, and TLE will provide new signal timing sheets with the requested changes.

TASK 9 PHOTOMETRICS & STREET LIGHT DESIGN (OPTIONAL TASK)

Similar to the scope of work for the Entrada Drive / San Fernando intersection, TLE will provide photometrics analysis and street light design at the Nestles Road / 4th Street intersection.

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REIMBURSABLES

Any reproduction work, other than that required for the Consultants in house use, and all mileage, Federal Express, UPS, California Overnight, and other deliveries will be billed per the attached Rate and Expense Schedule shown in Exhibit B. Any reimbursables in excess of the reimbursable budget will be billed per the attached rate and expense schedule.

ADDITIONAL SERVICES/EXCLUSIONS

The services to be provided are those detailed in this Scope of Services (Exhibit A). All items not expressly described in this Scope of Services shall be deemed "additional services"/"extra work" and compensation shall be on a time and expense basis per the attached Rate and Expense Schedule. The following items are specifically excluded from this Scope of Work:

A. Exclusions

1. Any environmental investigations and/or technical studies
2. Preparation of base mapping, including underground utilities
3. Potholing of existing underground facilities/utilities
4. Preparation of photometric level plans for any locations other than the one location specifically mentioned in this proposal
5. Preparation of any design elements other than those specifically mentioned in this scope of services for street lighting improvements
6. Coordination with any utility companies
7. Site visits in addition to those specifically identified in this proposal
8. Any items excluded in the “Assumptions and Understanding” section of this proposal
9. Any items of work not specifically identified in the scope of services

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EXHIBIT B
COMPENSATION
for
SOLEDAD HSIP CYCLE 11 PROJECT - LIGHTING PHOTOMETRICS & STREET LIGHTING DESIGN
CITY OF SOLEDAD

Client shall compensate Consultant for the performance of the work previously described in SCOPE OF SERVICES and for such extras and additions as follows:

	Project Work Task	Principal Engineer $240	Senior Engineer $210	Associate Engineer $190	SUB-CONSULTANT		Total Hour	Total Fee
1	Project Management & Coordination	2					2	$480
2	Base Map Manipulation	2	4				6	$1,320
3	Existing Conditions Research	2	1				3	$690
4	Site Visit	6	6				12	$2,700
5	Lighting Level Photometrics (1 Location)	4	8				12	$2,640
6	Street Lighting Design 70% PS&E							
	A. 70% Plans (1 Locations)	4	8				12	$2,640
	B. 70% Specifications	4					4	$960
	C. 70% Cost Estimate	1	1				2	$450
7	Street Lighting Design 100% PS&E							
	A. 100% Plans (1 Locations)	1	2				3	$660
	B. 100% Specifications	1					1	$240
	C. 100% Cost Estimate	1					1	$240
8	Signal Timing Sheets	4	6				10	$2,220
	Total Hours :	**32**	**36**	**0**			**68**	
	Staff Expenses :	**$7,680**	**$7,560**	**$0**	**$0**	**$0**	**68**	**$15,240**
	Travel Expenses :							$260
	Printing, Shipping, etc. :							$0
	Total Costs (without OPTIONAL TASK) :							**$15,500**

	OPTIONAL WORK TASK NOT INCLUDED AT THIS TIME	Principal Engineer $240	Senior Engineer $210	Associate Engineer $190	SUB-CONSULTANT		Total Hour	Total Fee
9	Photometrics & Street Light Design							
	A. Photometrics	4	8				12	$2,640
	B. Design	14	18				32	$7,140
	Total Hours :	**18**	**26**	**0**			**44**	
	Staff Expenses :	**$4,320**	**$5,460**	**$0**	**$0**	**$0**	**44**	**$9,780**
	Travel Expenses :							$0
	Printing, Shipping, etc. :							$0
	OPTIONAL TASK Costs :							**$9,780**

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RATE AND EXPENSE SCHEDULE

(Effective through December 31, 2024)

HOURLY RATE SCHEDULE FOR PROFESSIONAL SERVICES

Classification	Rate
Principal Engineer	$240
Senior Engineer	$210
Associate Engineer	$190

EXPENSE SCHEDULE

Client-Requested Overtime..... Hourly Rate plus 25%

All other expenses, including: .....Actual Cost plus 15%

- Delivery Service
- Outside Reproduction
- Mileage - Auto
- Outside Consultants
- Travel & Expenses
- Filing or Permit Fees
- Hard copies of plans (to be obtained from printing businesses)

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.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6178, A Resolution of The City Council of the City of Soledad Approving and Authorizing the City Manager to Execute Amendment No. 1 to the Placeworks, Inc. Agreement in an Amount not to Exceed $79,900 for the City's 2045 General Plan Update and 2023-2031 Housing Element Implementation**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6178, "Approving and Authorizing the City Manager to Execute Amendment No.1 to the Placeworks, Inc. Agreement for the City's 2045 General Plan Update and 2023-2031 Housing Element Implementation".

Executive Summary

On October 5, 2022, the City Council approved an agreement with Placeworks to provide consulting services for updating the City's General Plan and Housing Element. As the project progressed, additional tasks were identified to ensure the successful completion of the 2045 General Plan update and the implementation of the 2023–2031 Housing Element. To support this effort, City staff secured $79,900 in additional funding through the Regional Early Action Planning Grants 2.0 (REAP 2.0) program. To carry out the required activities of REAP 2.0, it is recommended that City Council approve the proposed amendment to the Placeworks agreement, which includes rezoning, revisions to the Downtown Specific Plan, zoning amendments, and associated environmental review.

Background

On October 5, 2022, the City Council authorized the City Manager to execute an agreement with Placeworks for consulting services to update the City's General Plan and Housing Element. As the project advanced, City staff identified additional tasks requiring Placeworks' expertise to ensure the successful completion of the 2045 General Plan update and the implementation of the 2023–2031

Housing Element. To support these expanded efforts, staff actively pursued supplemental funding.
In November 2022, the Association of Monterey Bay Area Governments (AMBAG) Board of Directors adopted the REAP 2.0 Grant Program Framework, which outlined the core objectives, guiding principles, programmatic areas, major milestones, and schedule for allocating funds available to AMBAG through the State's REAP 2.0 Grant Program. AMBAG decided to establish a local suballocation grant program setting aside $2,625,000 for jurisdictions throughout the region for eligible projects which met all the State's REAP 2.0 goals and objectives. At the time, $85,000 was reserved for the City of Soledad.

AMBAG opened up the suballocation grant program for the REAP 2.0 funding and the City submitted an application by the August 15, 2023 deadline. After receiving notification that the City was awarded funding, staff presented a Memorandum of Understanding (MOU) with AMBAG to City Council on September 20, 2024 for consideration. City Council approved the MOU and authorized the City Manager to execute it. Unfortunately, at the time the MOU was approved, AMBAG was informed that the funding may be reduced because of the State's budget woes. Throughout state budget negotiations, AMBAG told cities to be prepared for as much as a 50% reduction in funding. Ultimately, the State opted to reduce this amount by 6% resulting in a new award to the City of Soledad of $79,900. Despite the delay in finalizing the suballocation amount, the grant requires that 20% of REAP 2.0 funding must be spent by December 31, 2024.

Review & Analysis

REAP 2.0 supports transformative planning initiatives with three primary goals: promoting infill housing development to advance Housing Element compliance and progress in the 6th RHNA cycle, reducing Vehicle Miles Travelled (VMT) in alignment with AMBAG's Sustainable Communities Strategy, and affirmatively furthering fair housing (AFFH) to ensure equitable housing opportunities. The proposed amendment to Placeworks' Agreement ensures these efforts are strategically aligned with the broader objectives of the General Plan and Housing Element, while supporting Soledad's housing and community development goals.

Much of the work contemplated in Soledad's proposal for REAP 2.0 funding is a continuation of the work that Placeworks is doing for the General Plan and Housing Element Implementation. For example, Placeworks is already evaluating potential upzoning and revisions to the Downtown Specific Plan, which are being incorporated into the development alternatives for the preparation of the Genera Plan EIR addendum. By amending our existing agreement, the City is able to realize significant savings by tiering off work Placeworks is already undertaking. A new consultant team would take more time to become familiar with Soledad and the General Plan, and would not be able to seamlessly incorporate the work already done to advance the scope of the REAP 2.0 proposal.

Amendment No. 1 will expand Placeworks' Scope of Work, outlined in Exhibit A and includes the following tasks:

Project Management and Kick-Off Meeting (Task H.1):
Initiate project planning and coordination, including up to five check-in calls with staff.

Draft Rezoning and Downtown Specific Plan Amendments (Task H.2):
Implement Housing Element Programs 1.2.2, 1.2.3, and 5.1.2.
Prepare zoning amendments for upzoning and mixed-use development.
Revise Downtown Specific Plan to increase densities, allow taller buildings, and streamline objective

design standards.

Other Zoning Amendments (Task H.3):
Address additional Housing Element requirements, such as parking standards for emergency shelters, accessory dwelling unit (ADU) incentives, and density bonus provisions.

Final Amendments (Task H.4):
Produce final zoning amendments and Downtown Specific Plan updates based on public and City feedback.

Environmental Review (Task H.5):
Conduct necessary environmental assessments as an addendum to existing EIRs to comply with CEQA.

Adoption Hearings (Task H.6):
Present amendments at public hearings before the Planning Commission and City Council for adoption.

The proposed scope of work will significantly advance the implementation of the Housing Element's key programs, supporting higher-density and mixed-use development to address both state and local housing goals. By ensuring compliance with state mandates, including fair housing objectives and CEQA requirements. This effort positions the City of Soledad for sustainable growth while meeting the community's housing and development needs.

Financial Considerations

The proposed amendment will be fully funded through the REAP 2.0 grant, not to exceed $79,900, and therefore, will have no financial impact on the City's General Fund. By tiering off the existing Agreement with Placeworks, the City is able to maximize the funding to advance implementation ahead of the adoption of the General Plan.

Alternatives

- Accept the Amendment No. 1 to the Placeworks, Inc. Agreement for of $79,900.
- Do not accept the proposed Amendment No.1. This is not recommended as 20% of funding must be spent by December 31, 2024 or the City will have to forfeit grant funding. There is not time to identify a different consultant.

Planning/CEQA

The proposed amendment to the professional services agreement itself is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378) because the matter does not cause a direct or foreseeable indirect physical change on or in the environment. However, any subsequent discretionary projects resulting from this action will be subjected to CEQA Review. The proposed amendment would include funding to conduct the necessary environmental review for any rezone, revision to the Downtown Specific Plan, or zoning amendment.

Public Notice Requirements

None.

Attachment(s):
Resolution No. 6178
Exhibit A
Exhibit B
Exhibit C

RESOLUTION NO. 6178

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APRROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE PLACEWORKS, INC. AGREEMENT IN AN AMOUNT NOT TO EXCEED $79,900 FOR THE CITY'S 2045 GENERAL PLAN UPDATE AND 2023–2031 HOUSING ELEMENT IMPLEMENTATION

WHEREAS, on October 5, 2022, the City Council of the City of Soledad approved an agreement with Placeworks, Inc. to provide consulting services for updating the City's General Plan and Housing Element; and

WHEREAS, as the project progressed, additional tasks were identified to ensure the successful completion of the 2045 General Plan update and the implementation of the 2023–2031 Housing Element; and

WHEREAS, to support this work, City staff applied for additional funding from the Association of Monterey Bay Area Governments (AMBAG) through the Regional Early Action Planning Grants 2.0 (REAP 2.0) program; and

WHEREAS, REAP 2.0 supports transformative planning initiatives with three primary goals: promoting infill housing development to advance Housing Element compliance and progress in the 6th RHNA cycle, reducing Vehicle Miles Travelled (VMT) in alignment with AMBAG's Sustainable Communities Strategy, and affirmatively furthering fair housing (AFFH) to ensure equitable housing opportunities; and

WHEREAS, to carry out the required activities of REAP 2.0, an amendment to the Placeworks Agreement is proposed expanding the scope to include rezoning, revisions to the Downtown Specific Plan, zoning amendments, and associated environmental review; and

WHEREAS, by amending the existing agreement with Placeworks, the City is able to realize significant savings by tiering off their work and reducing time to ensure that the grant expenditure deadline of spending 20% by December 31, 2024, is achieved; and

WHEREAS, The proposed amendment will be fully funded through the REAP 2.0 grant, not to exceed $79,900, and therefore, will have no financial impact on the City's General Fund.

WHEREAS, the proposed amendment to the professional services agreement itself is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378) because the matter does not cause a direct or foreseeable indirect physical change on or in the environment. However, any subsequent discretionary projects resulting from this action will be subjected to CEQA Review. The proposed amendment would include funding to conduct the necessary environmental review for any rezone, revision to the Downtown Specific Plan, or zoning amendment.

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

1. The City Council hereby approves Amendment No. 1 to the PlaceWorks, Inc. Agreement (**Exhibit A**) to expand the scope of work as outlined in **Exhibit B**, including the tasks necessary for the City's 2045 General Plan update and 2023–2031 Housing Element implementation.
2. The City Manager is authorized to execute Amendment No. 1 to the PlaceWorks, Inc. agreement in the amount not to exceed $79,900.
3. The City Manager and staff are directed to take all necessary actions to implement the expanded scope of work funded by the REAP 2.0 program.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of December 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

December 4, 2024

CONTRACT AMENDMENT NUMBER 1
TO THE CONTRACT TITLED:

PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND PLACEWORKS, INC. AGREEMENT IN AN AMOUNT NOT TO EXCEED $79,900 FOR THE CITY'S 2045 GENERAL PLAN UPDATE AND 2023- 2031 HOUSING ELEMENT IMPLEMENTATION

On December 4, 2024, the City Council of the City of Soledad Adopted Resolution No. 6178, "Approving And Authorizing The City Manager To Execute Amendment No. 1 To The Placeworks, Inc. Agreement In An Amount Not To Exceed $79,900 For The City's 2045 General Plan Update And 2023–2031 Housing Element Implementation".

By this Amendment:

1. The Consulting Services Agreement between the City of Soledad and Placeworks Inc. dated October 5, 2022, is amended to include additional services as described in the attached proposal, marked Exhibit B, for an amount not to exceed $79,990.

Megan Hunter City Manager City of Soledad	Charlie Knox Senior Principal Placeworks Inc.

Exhibit B

PLACEWORKS

MEMORANDUM

DATE	November 8, 2024
TO	City of Soledad
CONTACT	Kao Nou Yang, Community and Economic Development Director
FROM	Amy Sinsheimer
SUBJECT	City of Soledad General Plan Contract Amendment No. 1

PlaceWorks is proposing a contract change order to the current scope of work to add the following tasks to assist the City with implementing the 2023-2031 Housing Element including the scope of work in the City's REAP 2.0 grant. PlaceWorks will complete the work by March 31, 2026 or earlier. Based on our understanding of the tasks desire, our proposed scope of work aligns some of the work with the General Plan Update and proposes that some of the work can proceed on a separate track.

Work Scope

TASK H.1 KICKOFF MEETING & PROJECT MANAGEMENT

PlaceWorks will facilitate a kick-off conference call with City staff to exchange information and initiate work on the project. At the meeting we will review the scope of work and schedule, format of the zoning amendments and Downtown Specific Plan documents, and any information needed from the City.

This task also includes time for up to 5 check in calls with City staff outside of the regular check in calls on the General Plan Update, as needed.

Deliverables: Agenda and notes from kickoff meeting in electronic format; agenda and notes from other check in calls with City staff in electronic format.

TASK H.2 DRAFT REZONING AMENDMENTS AND REVISIONS TO DOWNTOWN SPECIFIC PLAN (HOUSING ELEMENT PROGRAMS 1.2.2, 1.2.3 AND 5.1.2)

PlaceWorks will prepare draft zoning amendments to implement Housing Element Programs 1.2.2 and 1.2.3 as well as amendments to the Downtown Specific Plan to implement Program 5.1.2. The text of each of the programs is below.

> Program 1.2.2 Upzoning: The City is in the process of updating its General Plan and will be identifying appropriate locations to increase residential densities. To jumpstart this process the City received REAP 2.0 Grant Funding to complete associated technical studies necessary to upzone properties to stimulate higher density and affordable housing development. The City recently adopted a new Zoning Code Chapter 17.51 with guidance and requirements for drafting a Specific Plan. Any new zoning that may be established by a Specific Plan for multifamily development shall permit multifamily housing that conforms to the base density of the district by right, consistent with provisions of the applicable adopted Specific Plan.
>
> Responsible Agency/Department: Community and Economic Development Department
>
> Time Frames: Select 2-3 targeted locations for immediate upzoning to facilitate increased residential densities and affordable housing and initiate technical studies in early 2024 necessary to complete the upzoning process. Identify locations in the City appropriate for upzoning to allow greater residential densities. This increased residential development density will be included as part

of the programmatic EIR for the General Plan Update process, which is underway. Initiate in 2024 and complete in 2026.

Funding Source: General Fund, REAP 2.0 Grant Funding - $85,000

Fair Housing Objectives: Incorporating higher densities in new developments will prevent displacement and facilitate housing mobility and choice and reduce instances of overcrowding and overpayment.

Quantified Objectives: N/A.

Program 1.2.3 Rezoning for Mixed Use: Through the General Plan Update process, the City will identify and rezone sites for mixed use to facilitate housing production. Through community outreach, Soledad residents have identified potential underutilized sites that could be rezoned for mixed use. In addition, a comprehensive Zoning Code Update will follow the General Plan Update to allow for residential uses in commercial districts that do not currently allow residential. The City is in the process of formulating its project description based on development capacity for the programmatic EIR for the General Plan Update. The City is evaluating the creation of a General Plan Maintenance fee to create a sustainable future funding source for the General Plan and Zoning Code Update.

Responsible Agency/Department: Community and Economic Development Department

Time Frames: The General Plan is currently underway and should be completed in 2026. The comprehensive Zoning Code Update is anticipated to be completed by 2027.

Funding Source: General Fund, General Plan Maintenance Fee (to be established)

Fair Housing Objectives: Incorporating new sites for housing development will prevent displacement and facilitate housing mobility and choice and reduce instances of overcrowding and overpayment.

Quantified Objectives: N/A.

Program 5.1.2 Downtown Specific Plan (DSP): The City will revise the DSP to address constraints to housing development. Specifically, the City will increase allowable height in the short-term through REAP 2.0 funding to facilitate housing opportunities. As part of the General Plan Update, the City will also increase density in the DSP and re-evaluate development standards such as parking requirements. The City also will amend the DSP to ensure regulations are clear, address ADUs, including establishing associated standards and parking standards, and revise design standards so they are more objective. (See also **Program 2.2.3 Provide Incentives**.)

Responsible Agency/Department: Community and Economic Development Department

Time Frames: Update DSP or determine and implement alternate approach by January 2026. Establish objective design standards in the DSP by July 2026.

Funding Source: REAP 2.0, General Fund

Fair Housing Objectives: Addressing constraints will remove barriers to the maintenance, improvement, and development of housing, including housing for people at all income levels, as well as housing for people with disabilities.

Quantified Objectives: N/A

A key part of implementing these programs will be analyzing the sites shown on Figure 1 of the City's REAP 2.0 grant contract to evaluate them for rezoning and upzoning in and around Downtown Soledad, within the Opportunity Area, and underutilized and vacant sites identified through the work on the Housing Element. Some of the criteria that will be used to narrow down the priority sites include:

- Benefits related to fair housing and equity
- Prioritizing infill development/efficient development patterns

- Reducing VMT/Proximity to transit
- Close to utilities, services and amenities

The expected result of this analysis is 3 to 5 parcels proposed for rezoning or upzoning. The changes needed to the City's zoning regulations and/or the Downtown Specific Plan to achieve the upzoning and rezoning is included in this task.

PlaceWorks will analyze the sites shown on Figure 1 of the City's REAP 2.0 grant contract in coordination with the City as detailed above. If, once the analysis work has been initiated, it is determined that additional public outreach about the site prioritization beyond the outreach that happened during the Housing Element update should occur, that will be coordinated and executed under this task budget. The sites to be upzoned or rezoned will be decided on with City staff prior to finalization of the Administrative Draft zoning amendments and updates to the Downtown Specific Plan.

Additional work under this task will focus on updates to the City's Downtown Specific Plan (DSP). Revisions will be made to increase allowable height, increase densities, re-evaluate development standards such as parking requirements, address ADUs including establishing associated standards and parking standards, and revise design standards so they are more objective. This scope of work assumes the DSP will be provided to PlaceWorks in an editable format.

PlaceWorks will first prepare Administrative Drafts of the zoning amendments and Downtown Specific Plan updates for City staff review. PlaceWorks requests one consolidated set of edits/comments on the Administrative Draft zoning amendments and Downtown Specific Plan updates. Based on City staff review, PlaceWorks will prepare public review versions of the zoning amendments and Downtown Specific Plan updates.

Deliverables: Administrative Draft and Public Draft versions of The zoning amendments and updated Downtown Specific Plan (electronic format).

TASK H.3 OTHER DRAFT ZONING AMENDMENTS

The state-certified 2023-2031 Housing Element calls for other amendments to the City's zoning regulations to implement the Housing Element. The programs from the Housing Element are listed below. Some of the programs include other actions that are not included in this scope of work. The portions of each program included in this scope of work are highlighted in yellow. PlaceWorks will first prepare Administrative Drafts of the zoning amendments highlighted in yellow in the programs below for City staff review. PlaceWorks requests one consolidated set of edits/comments on the Administrative Draft zoning amendments. Based on City staff review, PlaceWorks will prepare public review versions of the zoning amendments highlighted in yellow in the programs below.

> Program 2.1.3 Accessory Dwelling Units (ADUs): The City has proactively encouraged the production of ADUs and has finaled 54 ADUs between 2019 and 2023. In September 2023, the City released its pre-approved ADU plans for new detached construction. The City will also continue to update the Zoning Ordinance, as needed, to comply with State law. The City will continue to facilitate the construction of ADUs (including Junior ADUs or JADUs) throughout the city through the following actions, which are aimed at providing an increased supply of affordable units and therefore help reduce displacement risk for low-income households resulting from overpayment:
>
> - Provide guidance and educational materials for building ADUs on the City's website, including permitting procedures, financing and construction resources. Additionally, the City will present homeowners' associations with information about the community and neighborhood benefits of ADUs, and inform them that covenants, conditions, and restrictions (CC&Rs) prohibiting ADUs are contrary to State law.
> - Advertise the benefits of ADUs by distributing multilingual informational materials in higher-income neighborhoods (Jack Franscioni Elementary School/Peverini Park neighborhood) and

limited rental opportunities to increase mobility for low-income households by posting flyers in community gathering places and providing to community groups and homeowners' associations at least annually.

- Monitor ADU production and affordability every other year and adjust or expand the focus of the education and outreach efforts. If needed, identify additional sites to accommodate the unmet portion of the lower-income RHNA.
- Invite representative from financial institutions to present to the public on financing tools to construct ADUs.
- Apply annually, or as grants are available, for funding to provide incentives for homeowners to construct ADUs.
- Promote and as needed update the City's free pre-approved ADU plans and provide workshops on the use of these pre-plans.

Responsible Agency/Department: Community and Economic Development Department

Time Frames: Make additional updates to ADU regulations in Zoning Ordinance every two years following Housing Element adoption if needed to stay current with future changes to state law. Provide information on the City website, to homeowners' associations, and to homeowners in targeted neighborhoods by summer 2024 and ongoing after that. Submit APRs that include ADUs that have been approved and constructed in 2018, 2019, 2020, 2021, 2022 and 2023 no later than April 30, 2024.

Funding Source: PLHA, State/Federal Grants, Lona Programs, General Fund (Staff time)

Fair Housing Objectives: Facilitating ADU and JADU development in neighborhoods with higher incomes will provide lower- and moderate-income households with options for housing mobility and choice and reduce instances of overcrowding and overpayment.

Quantified Objectives: 15 lower-income units, 15 moderate-income units, and 20 above moderate-income units.

Program 2.2.4 Density Bonuses: The City shall continue to promote the use of density bonuses to facilitate affordable housing development. In October 2023, the City amended its Zoning Code, Chapter 17.39 for consistency with State law and to provide the option for developers to receive incentives and concessions and more units in their project in exchange for building a certain percentage of affordable units. The City will continue to comply with California Government Code Section 65915 et seq. and implement the updated Density Bonus Ordinance consistent with State law. In addition, the City will explore density bonuses greater than State law for special needs populations with smaller households such as seniors, persons with disabilities, single room occupancy units, and those experiencing homelessness as part of the General Plan Update process and subsequent Zoning Code Update.

Responsible Agency/Department: Community and Economic Development Department

Time Frames: Contact qualified developers at least annually and ongoing, when assistance is requested. The General Plan Update process is scheduled to be completed in 2026 with the comprehensive Zoning Code Update to conclude in 2027.

Funding Source: General Fund, State/Federal Funding

Fair Housing Objectives: Density bonuses provide incentives to create affordable housing that will prevent displacement and promote housing mobility and choice and reduce instances of overcrowding and overpayment.

Quantified Objectives: 4 extremely low-income units, 4 very low-income units, 8 low-income units.

Program 5.1.1 Zoning Amendments: The City completed zoning amendments to implement the 5th cycle Housing Element in 2023.

The City plans to make additional amendments to the Zoning Ordinance in 2024 as follows:

1. Emergency Shelters:

    a. Amend the Zoning Code to establish parking standards for emergency shelters in compliance with Government Code Section 65583(a)(4)(A)(ii))

    b. Amend Zoning Code Chapter 17.30.070 to remove the requirement that emergency shelters be more than 300 feet from another similar program.

    c. Amend Zoning Code Chapter 17.04.030 to add a definition of emergency shelters in compliance with California Health and Safety Code, Section 50801 and Government Code section 65583, subdivision (a)(4).

2. Amend Zoning Code Chapter 17.41 to establish the amount of in-lieu fees associated with inclusionary requirements.

3. Update the R-3 zone to add condominiums as an allowed use.

4. Update the C-1 zone to allow up to 30 units per acre where the zone overlaps with the Downtown Edge Zone (DTE) in the DSP.

5. Updates to the R-2 zone, including establishing a minimum density.

6. Define and allow rest homes, regardless of size, in all zones that permit residential uses of the same type, in accordance with the State definition of family.

7. Updates to R-1 17.10.040, *Property development standards*, for consistency with Zoning Code Section 17.10.010 to clarify that each lot shall have a minimum net area of 5,000 square feet.

8. Base zoning on Sites 15 (Assessor's Parcel Number [APN] 022036007000) and 16 (APN 022035004000) will be changed from C-2 to R-3. The MS DSP zoning will remain.

9. Allow condominiums as a Permitted Use in the R-1, R-1.5, R-2 and R-3 zones.

10. Remove findings 5 (Potential impact on surrounding uses), 6 (Physical attributes of the property and structures), and 7 (Alternative reasonable accommodations that may provide an equivalent level of benefit) from the reasonable accommodation procedure.

Within 6 months of the completion of the City's General Plan Update and associated EIR, which is anticipated in Fall 2025, the City will amend its Zoning Ordinance to allow multifamily developments throughout the City to be at least 3 stories and 36 feet in height.

Responsible Agency/Department: Community and Economic Development Department

Time Frames: Adopt zoning amendments by the end of 2024.

Funding Source: General Fund

Fair Housing Objectives: Addressing constraints will remove barriers to the maintenance, improvement, and development of housing, including housing for people at all income levels, as well as housing for people with disabilities.

Quantified Objectives: N/A

Deliverables: Administrative Draft and Public Draft versions of The zoning amendments (electronic format).

TASK H.4 FINAL AMENDMENTS

PlaceWorks will prepare final zoning amendments and revisions to the Downtown Specific Plan based on the City review and public feedback on the public review draft amendments. The final zoning amendments will be prepared in ordinance format.

Deliverables: Final zoning amendments and updated Downtown Specific Plan (electronic format).

TASK H.5 ENVIRONMENTAL REVIEW

Because an Addendum to the City's General Plan EIR was prepared for the 2023-2031 Housing Element and each of the programs in Task H.3 are from the Housing Element, an Addendum to the original document should be sufficient to address environmental impacts of the zoning amendments included in Task H.3. PlaceWorks recommends that the zoning amendments and revisions to the Downtown Specific Plan addressed in Task H.2 be reviewed by the EIR that will be prepared for the Soledad General Plan Update in Task F of this contract. This is because the changes anticipated to implement Programs 1.2.2, 1.2.3 and 5.1.2 should be evaluated in combination with the other changes anticipated as part of the General Plan Update.

Deliverables: Draft Addendum and Final Addendum (Word and PDF format)

TASK H.6 ADOPTION HEARINGS

PlaceWorks will prepare for and present at two public hearings at the time of adoption of the zoning amendments and updates to the Downtown Specific Plan, one with the Planning Commission and one with the City Council. PlaceWorks will prepare the PowerPoint presentation and draft the staff report for City staff review. At least one PlaceWorks team member will attend both of the public hearings. This scope of work assumes in-person attendance.

Deliverables: Draft and final staff reports and Powerpoint presentations for Planning Commission (1) and City Council Meetings (2) to adopt the zoning amendments and updated Downtown Specific Plan.

Cost Proposal

COST PROPOSAL

		PLACEWORKS													
		Charlie Knox	Angelica Garcia	Jennifer Gastelum	Amy Sinsheime	Jose Ayala	Hazel Choi	Mark Teague	Jessica Mendoza	GIS	GRAPHICS	TECH. EDITOR	WP/ CLERICAL	PlaceWorks Hours	Total Task Budget
		Principal-in-Charge (GP)	Assistant PM (GP)	Principal-in-Charge (HE)	GP Project Manager/ HE Senior	Associate	Project Planner	Managing Principal, CEQA	CEQA Project Planner						
	Hourly Rate:	$290	$190	$280	$235	$190	$155	$290	$150	$250	$150	$160	$145		
TASK H.	**Housing Element Implementation**														
H.1	Kickoff Meeting and Project Management	6	12		12	8	4							**42**	**$8,980**
H.2	Draft Rezoning Amendments and Amendments to DTSP	12	40		26					20	20	6	16	**140**	**$28,470**
H.3	Other Zoning Amendments	0	0	2	12	24	24					4	8	**74**	**$13,460**
H.4	Final Amendments	6	8	2	12	8	8			8	6	4	4	**66**	**$13,520**
H.5	Environmental Review - Addendum	1	0		4			8	20	4		8	8	**53**	**$9,990**
H.6	Adoption Hearings	0	4		20		8				2	2	2	**38**	**$7,610**
	Task H. Subtotal	**25**	**64**	**4**	**86**	**40**	**44**	**8**	**20**	**32**	**28**	**24**	**38**	**413**	**$82,030**
EXPENSES															
PlaceWorks Reimbursable Expenses															**$2,500**
GRAND TOTAL FOR TASK H															**$84,530**

Notes:

PlaceWorks includes a 2% Office Expense to all Labor

Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.

Rates and staff are subject to change at any time, without notice, and within the total budget shown

If you have any questions, please me at 805.295.1530 or via email at asinsheimer@placeworks.com

Sincerely,



Amy Sinsheimer, AICP
Senior Associate

Exhibit C

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND PLACEWORKS, INC

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and PlaceWorks, Inc, ("Consultant") (together referred to as the "Parties") as of January 1, 2023 (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 April 1, 2025, 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.**

Intentionally Left Blank

Section 2. COMPENSATION. City hereby agrees to pay Consultant a not-to-exceed amount of $1,169,051.00, 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 a given task order 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 withhold $40,000.00 of the total sum due pursuant this Agreement and shall pay the same within 60 days after completion of all 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 A.

2.6 **Reimbursable Expenses.** 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 (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 a complete copy of the certificate of insurance delivered to Consultant by the insurer. Certificates of insurance 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. If the Certificate of Insurance refers to the policy and it is necessary as a reference, then the City will reserve 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.

To the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Owner, its governing body, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Engineer in the performance of this Agreement, except such Liability caused by the active negligence, sole negligence or willful misconduct of Owner. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Engineer or its agents or employees under Workers' Compensation acts, disability benefits acts, or other employee benefit acts. This indemnification obligation is not limited by any limitation on the amount or type of damages available under any applicable insurance coverage and shall survive the expiration or early termination of this Agreement with respect to Liability arising during the term of the Agreement.

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 foregoing, to the extent that the Consultant's services are subject to California Civil Code Section 2782.8., the above indemnity, including the cost to defend, shall be limited to the extent required by Civil Code Section 2782.8. In no event shall the cost to defend charged to the Consultant exceed the Consultant's proportionate percentage of fault.

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 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 a given task order not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in a given task order 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 Bryan Swanson, Community and Economic Development 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:

PlaceWorks, Inc.
Attn: Kara L. Kosel Director, Finance
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

Any written notice to City shall be sent to:

City of Soledad
Bryan Swanson, Community & Economic Development Director
248 Main Street
Soledad, CA 93960

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 Exhibit A represents the entire and integrated agreement between City and

Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

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

Brent M. Slama, City Manager

Attest:

Brent M. Slama, City Clerk

Approved as to Form:

Michael Rodriquez
Michael Rodriquez (Nov 18, 2022 13:20 PST)

Michael Rodriquez, City Attorney

Placeworks, Inc.

Charlie Knox, Principal

EXHIBIT A







August 16, 2021

Proposal for Services

CENTENNIAL GENERAL PLAN UPDATE

for the City of Soledad

PLACEWORKS

PLACEWORKS

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PLACEWORKS

August 16, 2021

Proposal for Services

CENTENNIAL GENERAL PLAN UPDATE

for the City of Soledad

Submitted By:

PlaceWorks

2040 Bancroft Way, Suite 400
Berkeley, California 94704
t 510.848.3815

In Association With:

BAE Urban Economics

Kimley Horn & Associates

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BUDGET PROPOSAL *UNDER SEPARATE COVER*

CONSULTANT TEAM QUALIFICATIONS

PlaceWorks
BAE Urban Economics
Kimley Horn & Associates

Chapter 1.
Introduction/Transmittal Letter

August 16, 2021

Bryan Swanson
Community and Economic Development Director
City of Soledad
48 Main Street
Soledad, CA 93960

Re: Proposal to Prepare the Soledad General Plan Update

Dear Bryan:

Please accept PlaceWorks' proposal to prepare the Centennial General Plan Update for the City of Soledad to implement the City's vision through 2045. We have enhanced our initial proposal of May 15 to reflect the additional tasks enumerated in the City's revised Request for Proposals.

We have assembled what we believe is the best possible team to assist you, including experts from BAE Urban Economics and Kimley Horn & Associates. Our team has a solid history of working together, including on general plans in Monterey County. We have the desire and capacity to take on the project, and we are dedicated to its success, with senior-level personnel committed throughout.

We see the General Plan Update as a collaborative effort with City staff, and we understand that staff time is valuable, so we are prepared to take the lead to move the project forward if and as you direct. We are eager to help the diverse Soledad community create and achieve a shared and aspirational vision for future preservation, growth, and change that is environmentally, economically, and equitably feasible and sustainable.

If selected by City staff to prepare the General Plan Update, PlaceWorks acknowledges our responsibility to complete the entire contract and warrants that there is no perceived or actual conflict of interest associated with performing this work.

PlaceWorks understands that the City may award separate contracts to different consultants for the General Plan Update/public participation work and California Environmental Quality Act (CEQA) work. This would not impact PlaceWorks' schedule or budget.

We have reviewed the City's Standard Agreement for Consultant Services in its entirety and suggest that we remove Section 2.3. We have also reviewed the City's Insurance Requirements, and our insurance coverage summary is included in Chapter 4. We have included proposed modifications from our subconsultant in the appendix.

Please contact either of us any time if you need anything. We look forward to the prospect of working with you.

Sincerely,
PLACEWORKS

Charlie Knox, AICP
Principal

Amy Sinsheimer
Senior Associate

Chapter 2.
Executive Summary

The City of Soledad is updating its 2005 General Plan. Some elements of the General Plan deserve or require a comprehensive evaluation and update – key among those, Land Use, Circulation and Economic Development. Changes to the other elements may be needed to reflect current conditions in the City and to address current State law but may not need as much of an overhaul.

Because parts of the 2005 General Plan remain useful and relevant, PlaceWorks proposes to build on those fundamental strengths, refine any General Plan concepts that have become outdated, and respond to new legislative requirements to ensure the Plan is legally sound. This is also an opportunity to address planning topics that both have continued to grow in importance to the Soledad community and are now subject to state guidance, including climate change and environmental justice.

Soledad has been careful to manage its outward growth, in particular where preservation of agricultural land is concerned. The City entered into a Memorandum of Agreement with Monterey County in 2016 to work together to grow in a deliberate manner, protect agricultural land, maintain separation between Soledad and adjacent communities, and guide any future annexations. This agreement will underpin the analysis of future growth in the General Plan. The community-driven process will also evaluate property owner requests and other potential growth opportunities identified by the City in recent years.

Although residential development has been robust since the 2008 Great Recession, commercial development has not occurred at the rate or scale anticipated in the 2005 General Plan. This update will look at current economic factors and developing trends, including the continued decline of brick-and-mortar retail, a more dispersed workforce in some industries, and anticipated advances in transportation. Changes to state housing law are also impacting Soledad. To deal with this combination of trends, the General Plan Update will explore options to bolster and diversify the local economy over the next 25 years.

The PlaceWorks team will work closely with City staff, officials, and the community to take advantage of existing relationships to reach as many community members as possible in the General Plan Update process. Our team includes first-language Spanish speakers who will be involved in all aspects of community outreach and project materials will be available in Spanish as well as English. We will engage with the community and staff in ways ranging from in-person focus groups to fun and mobile-optimized online exercises and will tailor our engagement toolkit as needed to respond to the ever-changing COVID-19 landscape. The General Plan Advisory Committee (GPAC) will be our added eyes and ears in the community to provide insight and to encourage broad engagement in the process. They will also provide unique expertise and invaluable local knowledge. The combination of community and GPAC input, in addition to guidance from the Planning Commission and City Council, will lead to a new Soledad Centennial General Plan that will take the community into a prosperous, healthy, and equitable future. Their input will be provide critical initial feedback on the key deliverables for the project. Additional detail about our approach to outreach is provided in Section 5, Specialized Knowledge, of this proposal.

Finally, the new General Plan document will be attractive, easy to use and understand for the community and City staff, and offer meaningful actions that can be implemented by the City.

Chapter 3.
Background and Experience

This chapter summarizes the qualifications and recent, relevant experience of the firms on the PlaceWorks team.

Recent Projects

PlaceWorks

Morro Bay General Plan/Local Coastal Program Update (Plan Morro Bay) for the City of Morro Bay. Amy Sinsheimer, while employed at another firm and continuing to the present at PlaceWorks, assisted the City of Morro Bay as the lead consultant on the update to the City's General Plan and Land Use Plan portion of the Local Coastal Program. Amy authored sections of the background report, attended and presented at all public outreach events, and nearly all General Plan Advisory Committee (GPAC) meetings and public hearings for the project. Amy managed the drafts of Plan Morro Bay and worked side-by-side with City staff to address comments received from the community, Coastal Commission staff, GPAC and Planning Commission. She coordinated with the other consultants on the project to prepare memos and technical analysis supporting the General Plan analysis and policies, the Environmental Impact Report and the comprehensive zoning update that is also part of Plan Morro Bay. The update addressed all required Coastal issues along with state regulations required for a General Plan Update. A key issue for the project has been identifying areas within the City where growth and change are expected to occur and deciding whether any annexation or expansion of the City's sphere of influence is desired by the community through the year 2040. Plan Morro Bay was adopted in May 2021.

Reference	Scot Graham, Community Development Director 955 Shasta Avenue, Morro Bay, CA 93442 805.772.6291 | sgraham@morrobayca.gov
Contract Amount	$49,480
Dates of Work	2016 – 2021

Soledad Senate Bill 2 Zoning Ordinance Update for the City of Soledad. The PlaceWorks Housing Team, managed by Amy Sinsheimer, is assisting the City of Soledad with implementing their 2015-2023 Housing Element, by updating their zoning ordinance and creating an Accessory Dwelling Unit (ADU) handbook. The work is funded by a Senate Bill (SB) 2 Planning Grant. The team's work on the update has included updating the zoning code in a variety of areas to be consistent with state housing legislation. The team will also facilitate the adoption of the zoning amendments through the city's public hearing process and is preparing the applicable CEQA analysis pertaining to the required amendments.

Reference	Brent Slama, City Manager, City of Soledad 248 Main Street, Soledad, CA 93960 831.223.5043 | bslama@cityofsoledad.com
Contract Amount	$47,618 for both Housing Elements

Services by Discipline

Community Planning

- Comprehensive Planning, including General Plans, Specific Plans
- Housing Research and Analysis
- Transit-Oriented Development Planning
- Corridor Planning
- Infill Planning and Design
- Zoning and Form-Based Code
- Climate Action and Resiliency Planning
- Transferable Development Rights
- Community Engagement
- Municipal Services
- Geographic Information Systems
- Creative Media

Environmental Services

- CEQA/NEPA Documentation
- Third-Party Review
- Technical Studies, including Air Quality and GHG Emissions/Inventory, Noise, Traffic, Shade and Shadow
- Site Investigation
- Remedial Engineering Design
- Health Risk Assessment
- Regulatory Compliance

Design

- Transit-Oriented Design
- Downtown Planning
- Design Standards/Guidelines
- Site Planning
- Large-Scale Planning and Design
- Strategic Plans

Landscape Architecture

- Streetscape Design
- Parks and Trails Planning
- Urban Agriculture and Urban Forestry
- Stormwater Management Planning
- Evidence-Based Design

Economics

- Economic and Market Analysis
- Economic Development Planning
- Site Selection and Development
- Feasibility Studies

DATES OF WORK SEPTEMBER 2018 - DECEMBER 2020

Soledad Housing Element Update (5th Cycle) and Mid-Cycle Housing Element Update for the City of Soledad. The PlaceWorks Housing Team, led by Amy Sinsheimer (as a subconsultant to Michael Baker International for the first project), assisted the City of Soledad with their 5th Round (2015-2023) Housing Element and subsequent Mid-Cycle Housing Element. We assisted the City with updating their document to comply with the recent housing laws, conducted workshops, and held a stakeholder roundtable meeting along with hearings with the Planning Commission and City Council. Spanish translation was available and used at the meetings. PlaceWorks worked with the City and the State Department of Housing and Community Development to receive to receive certification of the City's first 5th Cycle and Mid-Cycle Housing Element in 2019 and 2020.

REFERENCE BRENT SLAMA, CITY MANAGER, CITY OF SOLEDAD
248 MAIN STREET, SOLEDAD, CA 93960
831.223.5043 | BSLAMA@CITYOFSOLEDAD.COM

CONTRACT AMOUNT $106,489

DATES OF WORK NOVEMBER 2020 – IN PROGRESS

Hollister General Plan Update for the City of Hollister. PlaceWorks is assisting the City of Hollister with a comprehensive yet targeted update of the General Plan, which primarily addresses growth and development issues and includes several new additions. Hollister and its adjacent unincorporated areas represent the majority of urbanized land in San Benito County. Hollister decision-makers support infill development, but a significant amount of residential growth is occurring outside the City Limits. PlaceWorks is leading a process to improve coordination between the City of Hollister and County of San Benito when planning for future growth. The project also includes new policies and procedures to address downtown revitalization, agricultural preservation, vehicle miles traveled (VMT), environmental justice, and new General Plan Elements addressing Economic Development and Arts and Culture. As part of the project, PlaceWorks is leading virtual and in-person community workshops and coordinating input from a General Plan Advisory Committee, the Planning Commission, and City Council.

REFERENCE ABRAHAM PRADO, INTERIM DEVELOPMENT SERVICES DIRECTOR, CITY OF HOLLISTER
339 FIFTH STREET, HOLLISTER, CA 95023
831.636.4360, EXT. 1211 | ABRAHAM.PRADO@HOLLISTER.CA.GOV

CONTRACT AMOUNT $1,403,698

DATES OF WORK FEBRUARY 2020 – IN PROGRESS

Los Banos General Plan Update 2040 for the City of Los Banos. Located in western Merced County, 80 miles from Silicon Valley, the City of Los Banos is an urban town with agricultural roots. Although the City's existing General Plan is not quite 10 years old, those years have seen significant economic, political, and technological changes, with more on the horizon. PlaceWorks will assist the City with a targeted update of the General Plan to position Los Banos to respond to those changes and gear up for the future. The General Plan Update will focus on refinements to any General Plan concepts that have become outdated and respond to new legislative requirements to ensure the updated General Plan is legally sound. PlaceWorks will also address planning topics that have emerged over the past decade, such as public health and climate change. In addition, the targeted update will result in a set of implementation plans so the City can quickly mobilize to work toward achieving two of its primary goals: growing existing businesses and attracting new businesses that will employ Los Banos residents. The implementation plans will include an Economic Development Strategy, a Downtown Strategic Plan, and a Business Park Master Plan. As part of the project, PlaceWorks will also prepare an Environmental Impact Report (EIR), as required by CEQA.

REFERENCE STACY SOUZA ELMS, COMMUNITY & ECONOMIC DEVELOPMENT DIRECTOR, CITY OF LOS BANOS
520 J STREET, LOS BANOS, CA 93635
209.827.2433 | STACY.SOUZA@LOSBANOS.ORG

CONTRACT AMOUNT $648,075

DATES OF WORK NOVEMBER 2017 – IN PROGRESS

Stockton General Plan Update and EIR for the City of Stockton. Downtown Stockton is oriented around the waterfront, a unique inland port along the San Joaquin River. Over its 160 years, the city has evolved to encompass 65 square miles. Rising housing

costs and job growth in the San Francisco Bay Area fueled intense housing development on the outskirts of Stockton, and the city was hit hard by the economic recession that followed. The 2007 adopted and certified General Plan and EIR were the subject of a lawsuit involving the Sierra Club and State Attorney General. The Settlement Agreement that followed in 2008 called upon the City to reduce greenhouse gas emissions through a Climate Action Plan, which was completed in 2014, and General Plan amendments to promote infill development. PlaceWorks led a new comprehensive update to the General Plan to fulfill the City's obligations under the Settlement Agreement and to reflect a significantly different set of conditions and trends resulting from the economic recession that came on the heels of the previous General Plan. The update is well timed to help Stockton make the leap to the realization of a stronger, sustainable economy and enhanced quality of life. The General Plan is built on customized corridor-specific components to shift from aging industrial infrastructure into vibrant mixed-use neighborhood arteries. Through meaningful public input, the project team explored land use and circulation options to target areas that can catalyze positive change, and developed creative policies that promote infill development and economic sustainability. The EIR evaluates the General Plan, as required by CEQA, and the team conducted a detailed review of the City's Development Code to identify needed updates following General Plan adoption. The General Plan has been awarded the 2019 American Planning Association (APA) California Statewide and Sacramento Valley Section, Comprehensive Planning Award: Large Jurisdiction, Envision Stockton 2040 General Plan.

Reference	Stephanie Ocasio, Assistant Community Development Director, City of Stockton 425 N El Dorado St, Stockton, CA 95202 209.937.8544 | stephanie.ocasio@stocktonca.gov
Contract Amount	$1,995,000
Dates of Work	March 2016 – May 2019

Sustainable Communities Strategy Base-Case Scenario for the Association of Monterey Bay Area Governments. PlaceWorks worked with the Association of Monterey Bay Area Governments (AMBAG) to develop a base-case scenario for the region's Sustainable Communities Strategy (SCS). Using population, land use, and other geospatial data, PlaceWorks classified all urban areas into "place types" that reflected the land uses, building intensities, and overall settings present in the Monterey Bay region at the time of the project. This place-type system was designed to allow planners and stakeholders in the region to better visualize existing and potential development patterns, with the goal of promoting greater efficiency, sustainability, and land conservation under the SCS. As part of the place-type identification and analysis, PlaceWorks identified land use and transportation characteristics associated with each place-type. In conjunction with the analysis, PlaceWorks engaged with planners throughout the region to solicit input on the place-type system, mapping, and analysis. This feedback was then incorporated into the final place-type designations, visualization products, technical documentation, and project/program recommendations.

Reference	Heather Adamson, Principal Planner, Association of Monterey Bay Area Governments 445 Reservation Road, Suite G, Marina, CA 93933 831.264.5086 | hadamson@ambag.org
Contract Amount	$60,000
Dates of Work	November 2012 – January 2013

Salinas Valley Express Bus Study for Monterey-Salinas Transit (MST). PlaceWorks assisted MST in determining preferred options for refining bus service along the U.S. Highway 101 corridor. PlaceWorks helped facilitate MST staff and inter-agency partner technical meetings to define feasible parameters for systems operation. PlaceWorks also facilitated community meetings and workshops, conducted rider intercept surveys, and hosted pop-up events at a variety of locations to reach a breadth of stakeholders in southern Monterey County. PlaceWorks prepared event materials and summaries, and provided outreach for all meetings, in easily understandable, contextually appropriate Spanish, as well as English, to receive meaningful input and identify key community concerns. PlaceWorks coordinated with local community groups to obtain input and disseminate surveys and information to a broad audience.

Reference	Lisa Rheinheimer, Director of Planning and Marketing, Monterey-Salinas Transit 19 Upper Ragsdale Drive, Suite 200, Monterey CA 93940 831.264.5874 | lrheinheimer@mst.org

CONTRACT AMOUNT $41,800

DATES OF WORK MARCH – NOVEMBER 2018

Bus Rapid Transit Project Phase II – SURFI for Monterey-Salinas Transit (MST) as a subcontractor to Kimley-Horn Associates. PlaceWorks is assisting Kimley-Horn Associates with agency and community outreach and education regarding new bus rapid transit service on the historic Monterey Branch rail line right-of-way. The new service will run from Palm Avenue in Marina approximately six miles to Contra Costa Avenue in Seaside. PlaceWorks will present and facilitate at community events, as well as meetings involving MST, Transportation Agency for Monterey County (TAMC), California Coastal Commission (CCC), Caltrans, California State Parks (CSP), Fort Ord Reuse Authority, City of Marina, City of Sand City, and/or City of Seaside. PlaceWorks will prepare event and meeting materials, presentations, and summaries, plus an online survey to understand priorities and amenities that can maximize ridership.

REFERENCE LISA RHEINHEIMER, DIRECTOR OF PLANNING AND MARKETING, MONTEREY-SALINAS TRANSIT
19 UPPER RAGSDALE DRIVE, SUITE 200, MONTEREY CA 93940
831.264.5874 | LRHEINHEIMER@MST.ORG

CONTRACT AMOUNT $63,000

DATES OF WORK NOVEMBER 2019 – IN PROGRESS

BAE Urban Economics

Envision Stockton 2040 General Plan Update for the City of Stockton. BAE served as the housing and economics subcontractor to PlaceWorks for preparation of the Envision Stockton 2040 General Plan Update, which received the Comprehensive Plan Award for Large Jurisdictions from the California Chapter of the APA in 2019. BAE's role included preparation of a real estate market conditions study and background report that examined ongoing demographic and economic trends and projected growth potential for industrial, retail, office, high- and low-density residential, and hotels. BAE also analyzed data specific to the historic Downtown with the intent of using that information for development of the Downtown Element. BAE conducted financial feasibility analysis for new development to help the City understand barriers to redevelopment within the historic urban core. BAE also reviewed the Council-adopted Economic Development Strategic Plan and interviewed a range of local economic development professionals to identify issues and opportunities to be addressed through the General Plan Update and related efforts, including positioning the City to better foster economic growth and diversification, encouraging infill development and the redevelopment of underutilized sites, and encouraging revitalization of the City's urban core. As part of the fiscal impacts analysis for the General Plan alternative scenarios, BAE prepared an infill opportunities report that rated infill opportunity sites and areas based on their responsiveness to market opportunities and their potential to accommodate uses and activities targeted in the Economic Development Strategic Plan. This analysis also included a fiscal screening of potential annexation areas to identify areas that may raise red flags from a public services cost standpoint and/or that may present particularly attractive opportunities for fiscal benefits. The former included locations that require significant expansions of services to accommodate growth, while the latter included areas where there is potential for new development to use existing underutilized service capacity and to accommodate uses such as regional retail or lodging that have particular revenue-generating potential.

REFERENCE MARK MCDOWELL, DEPUTY DIRECTOR, PLANNING AND ENGINEERING DIVISION, CITY OF STOCKTON
400 E. MAIN STREET, 4TH FLOOR, STOCKTON, CA 95202
209.937.8690 | MICHAEL.MCDOWELL@STOCKTONCA.GOV

CONTRACT AMOUNT $195,000

DATES OF WORK MARCH 2016 – NOVEMBER 2020

Brentwood General Plan Update for the City of Brentwood. BAE served as the economics subconsultant for the Brentwood General Plan Update. As part of this assignment, BAE completed a fiscal impact analysis for three land use alternatives under consideration as part of the General Plan Update. BAE prepared a full fiscal impact model for each of the land use alternatives, including projections of the net increase in costs and revenues through buildout. BAE worked closely with City finance

department staff to tailor the fiscal impact model to account for a variety of factors. These include the City's cost structure resulting from increased costs for pensions and other post-employment benefits, the City's ability to achieve economies of scale in certain departments as the City continues to grow, and a proposed General Plan policy calling for enhanced police staffing levels. The fiscal analysis served as a tool to assist the City in refining the General Plan Update to best meet local land use goals while considering the City's long-term fiscal sustainability. In addition, BAE provided input on policies for incorporation into the General Plan Update's Fiscal Sustainability and Economic Development Elements.

Reference	Erik Nolthenius, Planning Manager, City of Brentwood 150 City Park Way, Brentwood, CA 94513 925.516.5405 | Planning@brentwoodca.gov
Contract Amount	$44,300
Dates of Work	November 2012 – October 2013

Vacaville General Plan Update for the City of Vacaville. BAE served as the economics subconsultant for the Vacaville General Plan Update. BAE prepared a series of background reports to help inform the development of General Plan alternatives. The background studies included Population, Employment, and Housing; Downtown Housing Opportunities; Regional Competitive Positioning; and Neighborhood Retail Center Revitalization. These memos documented current conditions and recent trends in the City of Vacaville and then evaluated prospects for change during the General Plan time horizon, identifying important implications for the General Plan Update to consider. BAE then evaluated General Plan alternatives for responsiveness to anticipated market opportunities and constraints, and evaluated economic viability based on anticipated infrastructure requirements. The City of Vacaville has retained BAE for many other economics consulting assignments and BAE is currently serving as the economics subconsultant for the Vacaville Downtown Specific Plan.

Reference	Tyra Hays, Senior Planner, Advanced Planning Division, City of Vacaville 650 Merchant Street, Vacaville, CA 95688 707.449.5366 | Tyra.Hays@cityofvacaville.com
Contract Amount	$91,000
Dates of Work	March 2010 – July 2013

Woodland General Plan Update for the City of Woodland. BAE served as the economics subconsultant for the Woodland General Plan Update. BAE's work included preparation of an extensive economic and demographic conditions background report that provided the economic context for the General Plan Update. The report identified population and household trends and conditions, real estate market conditions for residential and non-residential development, and projected growth in housing, retail, office, and industrial development over the General Plan time horizon. Drawing upon the background research, BAE assisted with evaluation of General Plan land use alternatives by evaluating the potential impacts of the land use alternatives on the City's fiscal health, considering key metrics such as assessed value per service population per acre, City share of property tax revenue in developing areas, efficiency of fire/EMS response coverage, jobs/housing balance, and cost efficiency of public facilities and infrastructure. Qualitative evaluation included proximity of new housing to community amenities, potential for strengthening downtown and commercial corridors, leveraging assets for economic development and fiscal stability, and providing connectivity by jobs and housing.

Reference	Ken Hiatt, City Manager, City of Woodland 300 First Street, 2nd Floor, Woodland, CA 95695 530.661.5800 | Ken.Hiatt@cityofwoodland.org
Contract Amount	$46,000
Dates of Work	January 2013 – November 2014

Kimley Horn & Associates

Scotts Valley General Plan and EIR for the City of Scotts Valley. Located at the base of the Santa Cruz Mountains, Scotts Valley's roots are grounded in strong community and family values. In addition to its vibrant, small-business job base, it is within easy

commuting distance to well-paying Silicon Valley jobs. It is also in close proximity to natural beauty and recreation opportunities of the beaches and open space of the greater Monterey Bay. Kimley-Horn is preparing a comprehensive update to the existing 1994 General Plan. As part of the community outreach effort, four magazine-style "fact sheets" were prepared to provide context and identify potential issues for feedback from the public. A strategic assessment of land uses was prepared to identify the highest and best use for remaining vacant and underdeveloped parcels, with an emphasis on greater densities in and around proposed Town Center and along transit corridors. Preparation of the plan will include the development of a citywide traffic model, preparation of the climate action plan, and preparation of a programmatic EIR, all being prepared by Kimley-Horn.

REFERENCE	TAYLOR BATEMAN, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF SCOTTS VALLEY 1 CIVIC CENTER DRIVE, SCOTTS VALLEY, CA 95066 831.440.5633 | TBATEMAN@SCOTTSVALLEY.ORG
CONTRACT AMOUNT	$640,000
DATES OF WORK	FEBRUARY 2014 – IN PROGRESS

Capitola General Plan and EIR for the City of Capitola. Prior to joining Kimley-Horn, staff prepared the Capitola General Plan and EIR. Capitola is a small coastal community in Santa Cruz County located east of the City of Santa Cruz along Highway 1. With a land area of 1.7 square miles, Capitola is home to a population of around 10,000 residents.

As part of the general plan, four "Special Study Areas" were identified for more focused evaluation and subsequent policy recommendations. These areas included a regional and local commercial corridor, the area around City Hall, and the Capitola Village which is a popular tourist destination. The update also included a number of unique work tasks including the preparation of a green jobs strategy, and coordination of sea-level rise analysis and its potential effect on city infrastructure and the Esplanade in Capitola Village.

REFERENCE	KATIE HERLIHY, COMMUNITY DEVELOPMENT DIRECTOR, CITY OF CAPITOLA 420 CAPITOLA AVE, CAPITOLA, CA 95010 831.475.7300 | KHERLIHY@CI.CAPITOLA.CA.US
CONTRACT AMOUNT	$30,000
DATES OF WORK	FEBRUARY 2014 – IN PROGRESS

Monterey County General Plan and EIR for the County of Monterey. The Monterey County General Plan Update is a blueprint for the County's future that describes the future growth and development within the County over the long-term. Kimley-Horn prepared the transportation chapter of the General Plan Update EIR. This included analysis of travel modes, including vehicle, bicycle, air, freight, and rail. Kimley-Horn worked closely with the County of Monterey to develop land use projections for a number of horizon year scenarios. Incorporating those land use projections into the most recent version of the AMBAG model, Kimley-Horn produced average daily traffic forecasts, PM peak-hour directional forecasts, and developed a series of color-coded modeling plots summarizing different types of information, including lanes, traffic projections, V/C ratios, etc. for the entire County and for planning subareas. The traffic analysis resulted in the development of a list of capital improvements to be integrated into the General Plan and supporting documents. Kimley-Horn developed the text for the EIR that included analysis of all the policies included in the General Plan Update.

REFERENCE	MIKE NOVO, INTERIM HOUSING AND COMMUNITY DEVELOPMENT DIRECTOR, MONTEREY COUNTY 168 WEST ALISAL ST., 1ST FLOOR, SALINAS CA 93901 831.755.5390 | NOVOM@CO.MONTEREY.CA.US
CONTRACT AMOUNT	$195,000
DATES OF WORK	SEPTEMBER 2007 – JANUARY 2013

INSURANCE COVERAGE SUMMARY

PlaceWorks
Insurance Summary for 2020-2021

Commercial General Liability Insurance

Amount of Liability Insurance: $5,000,000 Deductible $5,000.00
Name of Insurer/Surety Agent: Crum & Forster Specialty Insurance Co. (AMB Rating A XIII)
Policy No. EPK131438
Expiration Date: 07/01/2021

Professional Liability/Contractors' Pollution Insurance

Amount of Liability Insurance: $5,000,000 Deductible $25,000.00
Name of Insurer/Surety Agent: Crum & Forster Specialty Insurance Co. (AMB Rating A XIII)
Policy No. EPK131438
Expiration Date: 07/01/2021

Automobile Liability Insurance

Amount of Liability Insurance: $1,000,000 Deductible $1,000.00
Name of Insurer/Surety Agent: Travelers Indemnity Company of Connecticut (AMB Rating A++ XV)
Policy No. BA1N96406A20CAG
Expiration Date: 07/01/2021

Worker's Compensation /Employer's Liability Insurance

Amount of Liability Insurance: $1,000,000
Name of Insurer/Surety Agent: Travelers Property Casualty Co of America (AMB Rating A++ XV)
Policy No. UB7K7286762014G
Expiration Date: 07/01/2021

Excess Liability Insurance (only extends to Auto Liability and Employee Liability)

Amount of Liability Insurance: $4,000,000
Name of Insurer/Surety Agent: Travelers Property Casualty Co of America (AMB Rating A++ XV)
Policy No. EX6J3287562014
Expiration Date: 7/1/2021

Excess Liability Insurance (only extends to GL, PL, and E&O)

Amount of Liability Insurance: $1,000,000
Name of Insurer/Surety Agent: Crum & Forster Specialty Insurance Company (AMB Rating A XIII)
Policy No. EFX115414
Expiration Date: 7/1/2021

Cyber Liability Insurance

Amount of Liability Insurance: $1,000,000 Deductible $10,000.00
Name of Insurer/Surety Agent: Lloyds of London (AMB Rating A+ XV)
Policy No. W1C012200501
Expiration Date: 7/1/2021

Chapter 4.
Personnel/Professional Qualifications

PlaceWorks has assembled a highly qualified team to complete the Centennial General Plan Update for the City of Soledad. This chapter describes the key personnel that will be assigned to the project.

Resumes for the key staff identified for this project are included in the appendix at the end of this proposal. Additional materials are available upon request. The organization of the team is shown graphically in **Figure 1**.

PLACEWORKS

PlaceWorks is one of the West's preeminent planning and design firms, with approximately 120 employees in seven offices. Formerly known as The Planning Center|DC&E, PlaceWorks' history dates back over 45 years. The Planning Center, established in 1975, was created with the intent to integrate individual design disciplines and work efforts into a greater whole. Similarly, Design, Community & Environment (DC&E) was founded over 20 years ago to offer high-quality, personalized, and comprehensive planning, design, and environmental review services. In 2011, these two highly respected planning and design firms merged, forming a company with an expanded set of disciplines and strengths.

PlaceWorks serves both public- and private-sector clients throughout the state in the fields of comprehensive planning, environmental review, urban design, landscape architecture, community outreach, and geographic information systems (GIS). Our talented, multidisciplinary team thrives on working with communities to tackle complex problems and develop workable solutions.

PlaceWorks is all about places and how they work geographically, environmentally, functionally, aesthetically, and culturally. We are also passionate about how we work with our clients. PlaceWorks brings together people from diverse practice areas, offering best-of-all-worlds capability and connectivity. Just as each place we work on is distinctly different, so is our thinking.

For the Centennial General Plan Update for the City of Soledad, PlaceWorks will serve as the prime consultant and oversee all aspects of the project and ensure its successful and timely completion.

FIGURE 1 ORGANIZATION CHART



Key Staff

Charlie Knox, AICP, Principal, will serve as Principal-in-Charge and will ensure that all products are produced on-time, on-budget, and meet the highest standards of quality. Additionally, he will be available to facilitate public workshops and critical meetings throughout the process. Charlie has more than three decades of experience in public and private-sector land use planning. He has completed an array of general plans, all of which have been well received and have led effectively to communities realizing their objectives. His editing and organizing of the *Marin Countywide Plan* is regarded as one of the most successful examples of both representing a complex community with one voice and leading to real, measurable pollution reduction. More recently, Charlie has overseen award-winning general plan updates in Stockton and Vallejo, and he is currently in charge of the Santa Rosa General Plan Update.

Amy Sinsheimer, AICP, Senior Associate, will serve as Project Manager and will be responsible for the day-to-day management of the project, as well as for maintaining regular contact with City staff, coordinating with subconsultants, facilitating workshops, and attending all project meetings. Amy has over 15 years of experience managing and preparing long-range planning and policy documents, with a specialty in housing. She has significant experience in public outreach for complex projects involving multiple agencies, stakeholders, and team members. Amy prepared housing elements during the 3rd, 4th, and 5th cycles and has worked closely with staff at the California Department of Housing and Community Development to achieve certification for her clients. In the 5th cycle alone, she worked on more than 30 housing elements. Amy has also prepared housing element program implementation documents. She also has extensive zoning experience, including the preparation of conventional, form-based, and hybrid zoning codes, as well as zoning regulations in California's coastal zone. Amy has served as the lead consultant staff person on the Morro Bay General Plan/Local Coastal Program Update since 2016.

Angelica Garcia, Project Planner, will serve as Assistant Project Manager. Angelica's interest in urban planning stems from her desire to help create healthier and sustainable communities. She has over four years of experience as a planner and brings a wide variety of skills through her education and work experience. In her previous roles, she collaborated closely with community members and industry professionals regarding land use design. She enjoys working on a variety of projects, ranging from CEQA analysis, comprehensive planning, and community outreach facilitation. Prior to joining PlaceWorks, Angelica worked as a planner in the public sector for the City of Vacaville and City of Buena Park, where she gained valuable experience in policy implementation, zoning, and community planning. During her graduate program, Angelica assisted with a Complete Streets and Healthy Communities Initiative, which was a collaborative effort with the City of Buena Park, residents, and other stakeholders to improve the quality of life of the community. She assisted by facilitating meetings, providing translation services in Spanish, and preparing memorandums.

Patrick Hindmarsh, Senior Associate, CEQA Lead, is an environmental planner with over 24 years of experience. In his roles as project manager, technical reviewer, and technical analyst, he has worked on hundreds of environmental documents for a diverse range of project types of differing size, geography, density, and complexity, including commercial and mixed-use developments; public educational facilities; hospitals; infill and suburban housing and commercial developments; and specific plans, master plans, and general plan updates/amendments. As a project manager, he oversees teams of environmental

technical specialists, reviews their work product, and coordinates their work with lead agency staff.

Patrick is well regarded for his knowledge and practical application of environmental regulations and case law, as well as his ability to understand complex technical data and reports to ensure their adequacy as a basis for environmental impact analyses, synthesizing technical material into easy-to-understand language, and preparing well-written environmental impact assessment documents. He has also assisted jurisdictions by writing environmental findings and statements for staff reports and presenting the project environmental review process and findings at public hearings. In addition to managing environmental documents, he has served as the Environmental Coordinator for the City of Rancho Cordova and City of Elk Grove.

Joshua Carman, INCE-USA, Senior Associate, Noise and Vibration, has 20 years of experience in the field of acoustics and has participated in the environmental review and monitoring process for a diversity of projects in California, Washington, Nevada, and New York. Joshua prepares noise assessments for environmental impact studies (CEQA/National Environmental Policy Act [NEPA]) and technical studies using federal, state, and local guidelines and methodology. His experience includes complex project- and program-level analyses of General Plan updates; Specific Plans; mixed-use development; traffic, transit, and rail; vibration-sensitive; industrial; infrastructure, utilities, and telecommunications; long-term and remote construction noise and vibration monitoring; and underwater construction (e.g., pile driving and blasting) projects. He is certified in the use of SoundPLAN and the Federal Highway Administration's (FHWA's) Traffic Noise Model (TNM).

Torina Wilson, Associate, will serve as key support staff and provide research, analysis, and report-writing for the project. Torina is a key team member on several PlaceWorks teams, focusing on comprehensive, environmental, and climate action and resiliency projects. She has served as Assistant Project Manager for a public outreach project in the City of Sunnyvale, as well as an Assistant Project Manager for the San Rafael General Plan and Downtown Precise Plan EIR. Torina is also a member of PlaceWorks' Climate Action and Resiliency Team and has been trained as critical PlaceWorks staff in the preparation of greenhouse gas (GHG) inventories, climate action strategies, and community engagement in support of climate action planning. Torina is a skilled public speaker and facilitator in many settings, from facilitating workshop small groups, to presenting to Planning Commissions and City Councils. Torina's recent projects include the San Leandro Climate Action Plan, Walnut Creek Sustainability Action Plan, San Carlos Climate Mitigation and Adaptation Plan, Butte County Climate Action Plan and General Plan Update.

Ricardo Pozos, Planner, will provide translation services. Ricardo brings a strong background in community planning, GIS, demographic data analysis, facilitation, and stakeholder engagement to the PlaceWorks team. Ricardo started his career as a Policy Intern at San Francisco City Hall, office of Hillary Ronon District 9, where he helped resolve constituent inquiries pertaining to zoning and city code regulations, peer-reviewed legislation, wrote resolutions in English and Spanish, and facilitated community meetings with constituents in English and Spanish. He also has experience using ArcGIS and SPSS analytics software. Since joining PlaceWorks, he has worked on a variety of public-sector projects involving community planning, outreach, and CEQA. Currently, Ricardo is serving as key staff on the Contra Costa County General Plan Update and EIR and the Hollister General Plan Spanish Community Outreach Strategy.

Rob Mazur, GIS Manager, has extensive experience creating maps and datasets for a range of planning projects. He specializes in all facets of geodatabase development, data management, web GIS, and spatial and tabular analyses for improved decision-making, information retrieval, and cartography. His experience in a wide variety of planning projects, coupled with his expertise in GIS and field data collection, make him a key asset to any team. Rob excels at quantitative and spatial analysis, including buildout calculations, walkability, community health modeling, cartography, and land use scenario modeling. He works directly with clients and staff to develop effective, efficient, and informative GIS processes.

Tammy L. Seale, Principal, will oversee updates related to climate change mitigation and adaptation and resilience to natura hazards. Tammy directs PlaceWorks' Climate Action and Resiliency Practice. She is a leader in the field of local climate action and resiliency planning, with over 25 years of local environmental and land use planning experience. She collaborates with communities to holistically address sustainability, climate change, and resiliency in local environmental and land use plans and implementation programs, including comprehensive plans, climate action plans, hazard mitigation plans, and zoning codes. She leads planning processes that are informed by robust technical analysis, such as climate change vulnerability assessments and GHG emissions inventories. She also leads inclusive, meaningful engagement with agencies and community stakeholders to develop effective and locally appropriate climate mitigation and adaptation strategies.

Eli Krispi, Senior Associate, Climate Action Planning, works on planning projects to reduce environmental impacts and increase resiliency to a changing climate. As a planning and sustainability professional, he draws on experience implementing sustainable policies, a science-based education focused on the nexus of the built environment and the natural world, and a data-driven analytical approach to problem solving. Eli's work includes energy and climate action plans, climate adaptation and hazard plans, general and specific plans, and renewable energy strategies. His current projects include the Contra Costa County General Plan and Climate Action Plan, the San Carlos Climate Mitigation and Adaptation Plan, and the California Adaptation Planning Guide, among many others.

Joanna Jansen, AICP, LEED AP, Principal, will help oversee the update to the Environmental Justice Element. Joanna oversees PlaceWorks' comprehensive planning practice in Northern California. She is committed to intensive hands-on involvement in all aspects of the projects she directs, from policy creation to meeting agendas to environmental review. Joanna has a particular expertise in skillfully managing integrated comprehensive plans and EIRs to ensure a streamlined flow of work and avoid surprises during the CEQA process.

Joanna has significant experience in the organization and facilitation of public involvement programs, both as stand-alone outreach efforts and as part of larger planning projects. She believes that meaningful community engagement from the earliest stages of a project enhances the ultimate outcome and establishes invaluable public support for its implementation. Joanna regularly facilitates public involvement at all scales, from community workshops with hundreds of participants to citizen committees and focus groups. She is skilled at designing and running meetings that result in focused, relevant input and at translating this input into effective policies.

BAE Urban Economics

BAE Urban Economics is an award-winning urban economics and public-benefit real estate development consulting practice. Since 1986, BAE has served more than 2,400 clients including public agencies, non-profit organizations, and private developers throughout the U.S. BAE also has extensive experience working throughout California, including in the communities of Modesto, Stockton, Tracy, Los Banos, Hollister, Sacramento, Chico, Davis, Woodland, and many more. BAE's work is led by seasoned experts, who are responsible for project direction and quality control.

BAE will function as the economics subconsultant for the Soledad General Plan Update, providing guidance regarding strategic approaches to balancing projected land use demand and supply with an emphasis on facilitating economic development, neighborhood revitalization, and jobs growth, while ensuring a balanced housing market and facilitating long-term sustainability.

BAE is well positioned to provide world-class services to the City of Soledad. They bring extensive experience providing economic analyses in support of general plan updates. They also have experience in a wide array of other areas, including statewide policy studies, regional strategic plans, metro area and citywide plans and studies, small area plans, and analyses in support of site-specific development projects and initiatives.

Key Staff

Aaron Nousaine, Associate Principal, will serve as project manager for BAE's work on the Soledad General Plan Update. Aaron has 15 years of experience in the field of affordable housing, economic development, revitalization/redevelopment, and planning. As Associate Principal, Aaron plays a key role in the day-to-day management of BAE's broad portfolio of consulting assignments. Aaron has provided economic analysis and development expertise in support of numerous General Plan Updates, including diverse locations such as Chico, Eureka, Los Banos, Stockton, Woodland, and Yolo County. He is currently managing BAE's economic analysis for General Plan Updates in Sacramento and Truckee, and he is also managing BAE's work on the Downtown Vacaville Specific Plan.

Matt Fairris, Senior Associate, provides research and analytical support for BAE's consulting assignments. He specializes in market and financial feasibility analyses, as well as fiscal impact modeling. His recent experience includes a value-capture analysis for the Diridon Station Area Plan and an alternatives analysis for the proposed Gilroy High-Speed Rail Station. He has also conducted demographic and market analysis for the Sacramento Downtown Specific Plan, General Plan updates in various California communities including Sacramento and Stockton, workforce housing needs assessments for San Mateo County and the Truckee-North Tahoe region, a commercial land use inventory for El Dorado County, and an alternatives analysis for reuse of the Sacramento-Placerville Transportation Corridor, as well as a series of annual citywide apartment vacancy and rental rate surveys conducted on behalf of the University of California (UC) Davis. Matt also contributed to the analysis of two proposed Innovation Parks in the City of Davis, and a business incubator feasibility study for the City of Eureka. He also conducts demographic and economic analysis in the preparation of community investment profiles for major metropolitan areas throughout California on behalf of a major bank.

KIMLEY HORN & ASSOCIATES

Kimley-Horn provides clients with a team of experienced planning and environmental specialists working within a collaborative consulting firm that includes more than 500 planners and environmental staff, civil and transportation engineers, and other design professionals within California. Founded in 1967, Kimley-Horn has grown from a small group of traffic engineers and transportation planners to a firm of more than 4,500 employees, with 95 offices nationwide and 11 in California. Kimley-Horn's continued growth and stability over the past 54 years is the direct result of their commitment to integrity and dedication to providing quality services to their clients. Kimley-Horn provides clients with the local knowledge and responsiveness of a small organization, backed by the depth of resources only a national firm could offer.

Key Staff

Tad Stearn has more than 25 years of professional experience in municipal planning, environmental review, policy planning, and organizational management, including preparation of multiple CEQA documents for residential subdivisions.

Frederik Venter, P.E., has 28 years of experience as a transportation planner, civil engineer, and traffic engineer. Frederik has been involved in several major transportation and traffic engineering studies throughout the U.S., including extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the cities and counties, as well as development impact studies.

Mark Falgout, P.E., LEED AP, CPSWQ, has more than 20 years of experience in civil engineering design and project management in single family and multifamily residential sites, master planned communities, retail, and mixed-use development in the San Francisco Bay Area. Mark also has public works project experience that includes plan check services and preparation of design, plans, specifications, and estimates for public roadway, water, sewer, and drainage infrastructure improvements.

Ace Malisos provides expertise in Acoustics, Air Quality, and Climate Change technical studies. He has experience in research, preparation, and analysis consistent with CEQA for environmental planning projects involving residential, infrastructure, mixed use, institutional, and commercial uses. He is experienced in applying air quality analysis methodology per the U.S. Environmental Protection Agency (EPA), California Air Resources Board (CARB), Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines.

Chapter 5.
Specialized Knowledge

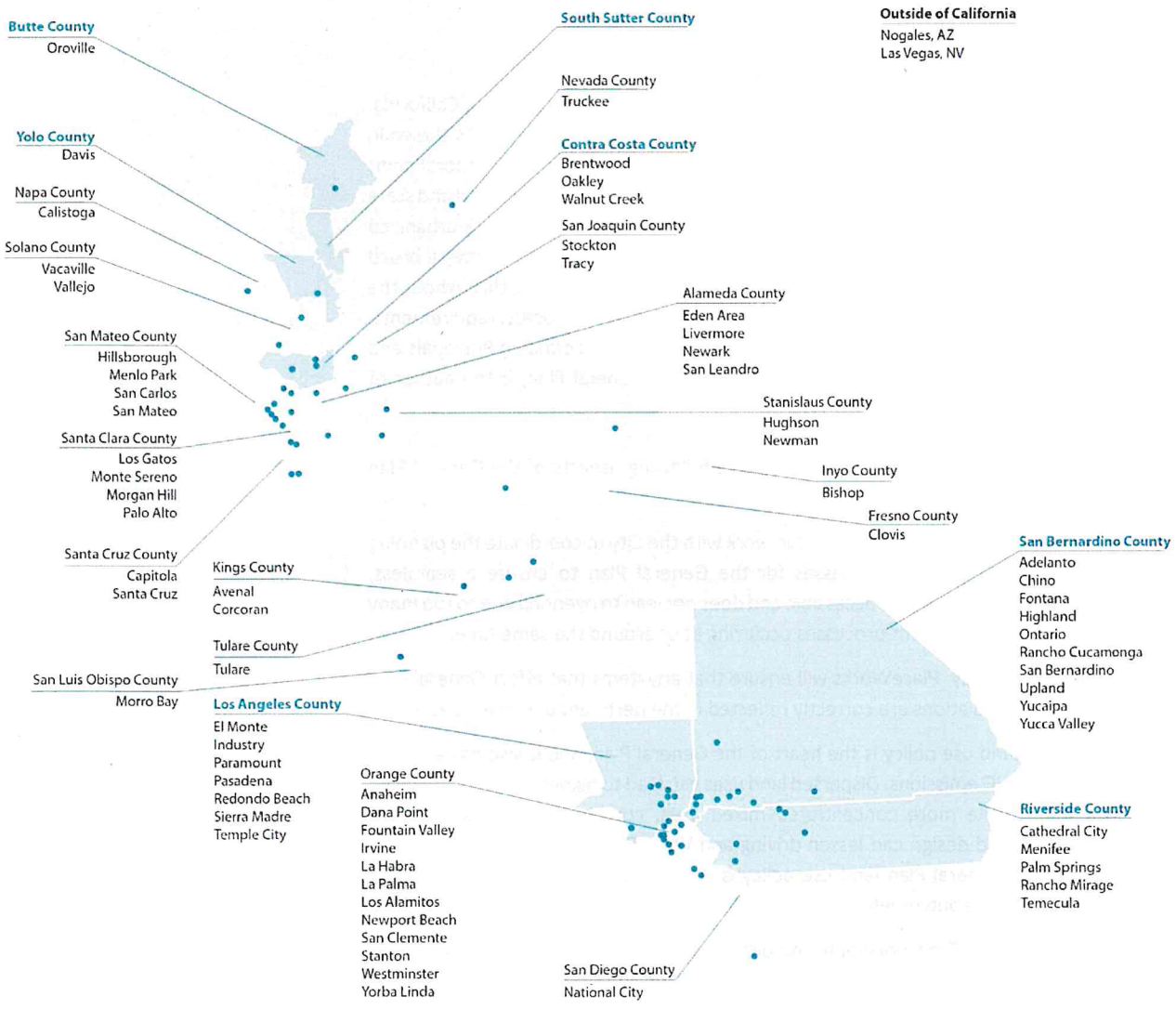
General Plan Expertise

With nearly a dozen principal-level General Plan practitioners throughout California, PlaceWorks' portfolio of General Plan projects and expertise is unparalleled. As shown in **Figure 2**, PlaceWorks has the distinction of having prepared more than 100 general plans for communities throughout California, 18 of which have won awards at the local and state levels from the APA. The breadth of our experience includes small and large urbanized cities as well as rural, suburban, and unincorporated communities. We also have a broad range of experience in coastal, mountain, valley, and desert communities throughout the state. Our staff members are frequent speakers on the general plan process, requirements, and best practices. Additionally, David Early, one of PlaceWorks' Founding Principals and designated as the Lead Facilitator for the Modesto 2050 General Plan, is the author of Solano Press' *The General Plan in California.*

PlaceWorks is uniquely qualified to assist with the following aspects of the General Plan Update process:

- **Process Coordination**. PlaceWorks can work with the City to coordinate the planning and public engagement processes for the General Plan to ensure a seamless, transparent process that is accessible and does not lead to overload due to too many meetings or engagement processes occurring at or around the same time.
- **Policy Consistency**. PlaceWorks will ensure that any items that affect General Plan and zoning regulations are correctly reflected in the pertinent documents as well.
- **Land Use**. Land use policy is the heart of the General Plan, and it also has a critical impact on GHG emissions. Dispersed land uses can lead to higher amounts of driving and VMT, while more concentrated mixed uses, combined with walkable and transit-oriented design can lessen driving and VMT. PlaceWorks can help the City ensure that General Plan land use policy is crafted to generate the best possible GHG and climate outcomes.
- **Transportation**. Transportation modes that minimize carbon emissions—particularly walking, bicycling, and transit—will be important strategies for the General Plan Update. PlaceWorks can assist the City in ensuring consistency between the transportation goals and policies to be included in the General Plan Circulation Element.

FIGURE 2 GENERAL PLAN EXPERIENCE



- **Resilience**. The General Plan needs to address both GHG emissions and resilient adaptation responses to climate change. PlaceWorks can assist the City in thinking about how resilience can be incorporated into all aspects of community planning, including land use, services, and safety.
- **Equity**. The General Plan Update needs to center the concept of equity, meaning that identity—such as race, ethnicity, gender, age, disability, and sexual orientation or expression—should have no detrimental effect on the distribution of resources, opportunities, and outcomes for Soledad's residents. PlaceWorks has a strong track record in equitable planning and is the author (with the California Environmental Justice Alliance) of the SB 1000 Toolkit. PlaceWorks can help the City to ensure that the General Plan Update contains a coordinated set of equitable goals, policies, and programs.

Visioning and Public Outreach

Strong and meaningful community involvement will be critical to the successful adoption and ongoing implementation of the General Plan. It will take creativity and innovation to engage all facets of the community. Throughout the project, the PlaceWorks team will remain committed to listening to and understanding the voices of Soledad residents, business owners, City staff, and decision-makers. We will use our professional expertise not to predetermine outcomes, but to support the community in telling—and creating—its own story. The voices of the community will be carried through all our work, building pride of ownership over the General Plan and confidence in a shared vision for the future of Soledad. PlaceWorks will have staff who can participate in Spanish-language engagement, including providing translation and presentations at every public meeting or event.

With the COVID-19 pandemic, the ways we can safely interact are continuously changing. Accordingly, we are prepared for the engagement toolkit to evolve over the course of the project and will plan to work with the City to employ emerging best practices at all points in the project based on community needs and preferences and public health and safety.

The General Plan Update outreach and engagement will:

- Reach out to historically underrepresented groups in the community, including by providing materials and conducting meetings in multiple languages and by partnering with local ambassadors such as the Youth Council and Local Government Hispanic Network.
- Combine multiple public input channels to gather community sentiment, such as workshops, pop-up events, presentations to community groups, stakeholder focus groups, online exercises, social media, and e-blasts.
- Employ our expertise in virtual engagement, honed during the COVID-19 pandemic.
- Place the General Plan Advisory Committee in a key position as liaison to the diverse breadth of the Soledad community.

PlaceWorks will prepare a branding package that includes a project logo and color palette to theme the General Plan Update and create a recognizable identity that takes design cues from the unique characteristics of Soledad. The branding package will also lay the groundwork for an attractive website to both inform and engage community members by

providing project information, advertise upcoming events, document input, publish project documents, and offer fun and meaningful online activities.

A focus group meeting on local economics will provide an opportunity to delve deeply into topics of unique concern in Soledad, such as agricultural processing potential and housing for seasonal employees. We also plan to facilitate multiple rounds of community meetings and workshops. For each set, we can hold the same meeting in different settings to maximize participation, such as at two different locations in the city or one in-person and one online. We will also attend community events like farmers' markets, Chamber of Commerce events, and faith-based events to engage residents where it is most convenient for them.

We will present to the Planning Commission and City Council for guidance and direction at key milestones such as land use alternatives refinement, and we will meet at key points with an informal City staff technical advisory committee to ensure that implementation of the General Plan is feasible and supported.

To inform the community discussions, PlaceWorks will prepare a briefing book that highlights key issues and opportunities for the General Plan Update. The briefing book will pull relevant information, including maps, infographics, tables, and photographs from the existing conditions analysis into a concise, attractive format that community members, City staff, and elected officials can easily use to facilitate conversations about options for Soledad's future.

Process Facilitation. PlaceWorks specializes in leading robust and creative public engagement processes for general plan updates. We will work with City staff to develop a public outreach and engagement program that involves all sectors of the community in all facets of the project in creative and engaging ways, including both in-person and online events with multiple points of access.

Local Community-Based Organization Engagement. To address issues of both equity and growth, it will be critical to engage local community-based organizations (CBOs) and bring them to the table and create a consensus approach to planning in Soledad.

Chapter 6.
Scope of Work

This chapter describes the scope of services to be completed by the PlaceWorks team for the Soledad General Plan Update.

We are flexible regarding the proposed scope of work and will work with you to prepare a more detailed scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project.

This scope includes suggestions for meetings for the GPAC, the wider community, the Planning Commission, and the City Council. Additional meetings will likely be added, and some meetings may be relocated within the scope, as the work commences and unfolds. Major deliverables for each Task (A through G) are listed at the end of the task and in the schedule section.

A summary of the work program is presented in **Table 1.**

A. Startup, Management, and Online Presence

In this task, PlaceWorks will begin the project, review background materials, and prepare a basemap of the city.

A.1 Kick-Off Meeting and Tour

The PlaceWorks team will meet with City staff to review the scope, schedule, and approach for preparing the Soledad Centennial General Plan Update (GPU). The consultant team will also tour the GPU planning area (Plan Area) to identify and photograph existing conditions at key locations in the city.

A.2 Data Collection and GIS Basemap

The PlaceWorks team, with the assistance of City staff, will gather and review important background documents, including the 2005 General Plan, all City Specific Plans, adopted Housing Element, the City's Zoning Ordinance and Map, and 2016 Memorandum of Agreement between the City of Soledad and Monterey County. PlaceWorks will also review relevant regional documents, such as the Monterey County General Plan, Monterey County Bicycle and Pedestrian Master Plan, and Transportation for Monterey County's (TAMC) Regional Transportation Plan.

PlaceWorks will work with the City to obtain existing City GIS data and review City mapping protocol and requirements. PlaceWorks will use ArcView-compatible shapefiles and/or geodatabases from the City for the development of the project's basemap and subsequent

thematic maps. After creating the initial basemap, PlaceWorks will provide a copy to the City for review and approval prior to use for subsequent mapping work.

TABLE 1 WORK PROGRAM SUMMARY

Task A: Startup, Management and Online Presence	
A.1 Kick-Off Meeting and Tour	A.4 GPAC Initiation Meeting
A.2 Data Collection and GIS Basemap	A.5 Ongoing Project Management
A.3 Planning Commission/City Council Study Session	A.6 Project Webpage & Online Engagement
Task B: Existing Conditions Technical Memos	
B.1 Land Use and Circulation	B.3 Infrastructure and Utilities
B.2 Demographics and Economics	B.4 GPAC Presentation
Task C: Vision and Values	
C.1 Briefing Book	C.4 GPAC Presentation
C.2 Economic Development Focus Group	C.5 Community Event
C.3 Agency Coordination	C.6 Plg. Comm./Council Presentation
Task D: Alternatives	
D.1 Outline, Format and Policy Audit	D.4 Community Event
D.2 Draft Alternatives	D.5 Plg. Comm./Council Consideration
D.3 GPAC Presentation	
Task E: Preferred Alternative and Draft General Plan	
E.1 GPAC Presentation	E.3 Draft General Plan
E.2 Community Event	E.4 Implementation Plan and Priorities
	E.5 Zoning Consistency Analysis
Task F: Environmental Impact Report	
F.1 NOP, Scoping and Admin. Draft EIR	F.3 Open House
F.2 Draft EIR and Notice of Completion	F.4 Public Hearing on Draft EIR
	F.5 Final EIR and MMRP
Task G: Public Review and Adoption	
G.1 Summary of Revisions to Draft GP	G.3 Plg. Comm / Council Hearings
G.2 Findings	G.4 Final General Plan

The focus of this task will be to:

- Obtain relevant map information from the City, such as General Plan designations, and assemble various GIS data sources into an integrated GIS platform.
- Assemble various publicly available GIS data sources into an integrated GIS platform to support the General Plan and EIR work program.
- Identify data deficiencies and potential inaccuracies.
- Prepare an accurate parcel-level base map that includes, among other items, current City boundaries, streets and circulation system, and parcels over an aerial photograph.

A.3 Planning Commission/City Council Study Session

PlaceWorks will hold a joint meeting with the Planning Commission and City Council to provide an overview of the GPU project, including the work plan, schedule, and deliverables; and gain initial insight and direction from the Commission and Council on the project. At this meeting, the Planning Commission and City Council will have an opportunity

to share their perspectives with the project team on Soledad's most important issues (including land use issues), and the outcomes they would like to see from the GPU.

A.4 GPAC Initiation Meeting

PlaceWorks will facilitate the first GPAC meeting to introduce GPAC members to the project, discuss the role of the GPAC in the General Plan Update, review the project schedule, and discuss goals and expectations for the process. We will also gather initial comments from GPAC members on key issues and concerns for the GPU. PlaceWorks will provide the GPAC with by-laws and a description of the GPAC's roles and responsibilities.

A.5 Ongoing Project Management

PlaceWorks will provide ongoing project management such as biweekly project status updates to staff, regular biweekly calls, and careful and regular budget and schedule reviews to ensure that the project remains on schedule and within budget.

A.6 Project Webpage and Online Engagement

PlaceWorks will create and manage the webpage for the GPU to provide information about the project and process and how to get and stay involved, as well as to offer project updates as major milestones are achieved. The webpage will also include information about community meetings and Planning Commission and City Council hearings. We will post documents as soon as they are available to the public, including summaries of community input, which will be important to earn and keep the community's trust. The website will be active and live within 45 days of execution of our contract with the City. The website will be usable and functional on all interfaces including mobile phones, tablets and computers and will include references/links to City social media accounts. The website will have a link to an interactive GIS-based parcel map. Access to edit the website will be provided to City staff.

Task A Deliverables:

- Project commencement meeting and tour of Soledad with City staff
- Notes summarizing meeting
- Establish and convene the General Plan Advisory Committee. Notice/agenda/meeting materials in English and Spanish
- General Plan Advisory Committee Meeting summary in English and Spanish
- Website and Project Branding, in English and Spanish

B. Existing Conditions Technical Memos

PlaceWorks will research existing conditions and future projections or trends on topics that are most critical to Soledad and relevant to updating the existing General Plan. Existing conditions review will include an audit of the existing 2005 General Plan for compliance with current state law including statute related to climate change, hazards including

wildfire and flooding, transportation, environmental justice, water, native tribes, financing, and housing. Findings will be summarized in a series of memoranda.

B.1 Land Use and Circulation

PlaceWorks will prepare a memorandum that assesses existing land uses in Soledad. The memo will also include a high-level assessment of circulation. The assessment will include:

- Existing land uses and estimates of existing development in Soledad.
- Current General Plan land use designations.
- Relevant planning boundaries (e.g., General Plan Area Boundary, Sphere of Influence, and Urban Growth Boundary) and the process for changing any of these boundaries.
- Vacant, underutilized, and blighted properties.
- Agricultural and open space resources.
- Residential capacity.

Kimley-Horn will analyze existing transportation services as a baseline for both the GPU and EIR, including:

- Traffic volumes obtained from the City, County, and Caltrans.
- New or pre-COVID traffic counts at up to 12 key roadway segments and 8 intersections be selected through discussions with City staff.
- The City's existing roadway network, including functional classifications
- Existing travel patterns from the AMBAG model.
- Existing commuter mode choice from the AMBAG model.

B.2 Demographics and Economics

BAE will prepare an Existing Socioeconomic and Fiscal Conditions and Trends memorandum that establishes the economic context for the GPU, so that the City and local stakeholders can share a common understanding of economic opportunities and challenges facing the City. Topics to be covered include:

- Jobs/housing balance
- Real estate market conditions
- Retail supply/demand
- Crime statistics
- The City's economic niche within the regional economy
- Local demographic characteristics, trends, and population growth projections
- Local industry characteristics, trends, and job projections
- Anticipated drivers of economic growth in the coming years

BAE's research will include review and analysis of demographic and housing data from the U.S. Census/American Community Survey; office, industrial, and retail real estate market data from CoStar, taxable retail sales data from the State Board of Equalization, employment data and projections from the State Employment Development Department, population and housing projections from the State Department of Finance, and other data

from the California Department of Tax and Fee Administration, Esri, City Budget documents, and other sources as appropriate.

Research will also include key interviews with up to eight individuals who can provide local insight and expertise on topics relevant to the local demographic trends, real estate markets, economic development issues, and/or fiscal issues. As applicable, BAE will compare data and projections for Soledad with data and projections for Monterey County, and the State of California, to provide perspective and highlight unique local characteristics. BAE will include discussion regarding the status and economic implications of key City initiatives, including the Hartnell College Soledad Education Center and Los Coches Adobe along with the potential for additional agricultural processing or other industrial development.

B.3 Infrastructure and Utilities

Kimley-Horn will review existing infrastructure plans and studies as they relate to water, wastewater, storm drainage and stormwater management. Kimley-Horn will meet with staff to discuss identified current and future capacity concerns. Kimley-Horn will prepare a narrative summary of findings in an Infrastructure and Utilities technical memo.

Kimley-Horn will provide preliminary, planning-level recommendations and options for future systems to service General Plan buildout. Future demand/capacity modeling is outside the scope of this study; therefore, recommendations will be narrative in nature.

B.4 GPAC Presentation

PlaceWorks will facilitate a GPAC meeting to report on the Existing Conditions Technical Memos and receive feedback.

Task B Deliverables:

- Existing Conditions Memos including audit of 2005 General Plan, PDF format
- GPAC Meeting notice/agenda/meeting materials in English and Spanish
- GPAC Meeting summary in English and Spanish

C. Vision and Values

PlaceWorks will further engage with the community through presentation of a Briefing Book summarizing findings of Task 2 and by creation of the draft Vision and Values statement based on review of existing conditions and via input received during Tasks 1, 2, and 3. The draft Vision and Values Statement will first be reviewed by City staff. This will be a good opportunity for the staff technical advisory committee to provide input.

C.1 Briefing Book

To inform the community discussions, PlaceWorks will prepare a briefing book that highlights key issues and opportunities for the GPU. The briefing book will pull relevant information, including maps, infographics, tables, and photographs from the existing conditions analysis described in previous tasks into an online primer using Esri StoryMaps.

Text will be carefully written and concise to minimize the document's length and maximize readability.

C.2 Economic Development Focus Group

Understanding and addressing the needs of key economic interests and stakeholders will be vital to the GPU process. As described in Task B.2, BAE will conduct interviews with some of the key economic stakeholders early in the GPU process. As a next step to evaluate the economic development opportunities and challenges in the City, BAE and PlaceWorks will convene an economic development focus group to present information from the Existing Socioeconomic and Fiscal Conditions and Trends memo (Task B.2), to solicit input regarding the Economic Development Element. BAE will lead the group through a discussion to review the existing element, identify key pieces that remain relevant, and identify key pieces that should be updated. The group will also brainstorm strategies that the City could employ to support growth in the local economy. The PlaceWorks team will provide a summary report of the discussions to compile with the public input materials that will guide the visioning process.

C.3 Agency Coordination

PlaceWorks and City staff will engage in conversations with other government agencies, such as Local Agency Formation Commission (LAFCO), the Soledad Unified School District, the County of Monterey, Hartnell College, Correctional Training Facility, and Salinas Valley State Prison to develop policies to improve coordination on land use planning and other relevant issues.

C.4 GPAC Presentation

Following Task C.3, PlaceWorks will draft the Vision and Values Statement for the General Plan. PlaceWorks will then facilitate a GPAC meeting to report on the Economic Development Focus Group, conversations with agencies, present and review the Draft Vision and Values Statement, and receive feedback on suggested revisions.

C.5 Community Event



If possible, in the context of COVID-19, PlaceWorks will host an event at a typical community gathering place like a supermarket or church or a booth at a popular Soledad community event, such as the farmer's market or Our Lady of Solitude Fiesta, to engage the community about the GPU process. The timing of the outreach/event will be aimed at reaching the most people. For example, if it was held at a supermarket, it could occur near the first of the month when more people would be doing their shopping. At the event, PlaceWorks staff will introduce community members to the GPU project, confirm with community members whether the existing General Plan vision is still valid, and gather information regarding the community's desires for the future of Soledad and issues to be addressed in the General Plan and implementation tasks. If City staff prefers, this task could also be accomplished through a more traditional workshop format. If an in-person event is not possible at this point in the project, options for virtual outreach will be considered, including surveys, interviews, or virtual workshops/meetings.

C.6 Planning Commission/City Council Presentation

PlaceWorks and BAE will present the memos developed from the previous subtasks at a joint meeting with the Planning Commission and City Council for their review and feedback in preparation of conducting a focused update to the existing General Plan in Task D.

Task C Deliverables:

- Briefing Book, PDF format
- Focus group agenda/meeting materials in English (and Spanish if needed)
- Focus group (with Spanish translation services if needed)
- Focus group summary in English and Spanish
- General Plan Advisory Committee Meeting notice/agenda/meeting materials in English and Spanish
- General Plan Advisory Committee Meeting summary in English and Spanish
- Community Event notice/agenda/meeting materials in English and Spanish
- Community Event (with translation services)
- Community Event summary in English and Spanish
- Planning Commission/City Council study session (attendance/facilitation and meeting materials as necessary)

D. General Plan Update

Based on the work from Task C, the PlaceWorks team will provide an update of the existing General Plan to comply with new State and local regulations and respond to new planning issues and priorities.

D.1 Outline, Format, and Policy Audit

PlaceWorks will work with City staff to prepare and refine an outline of the GPU document and create a template for an attractive, easy-to-read, user-friendly document. PlaceWorks will combine the City's existing General Plan 2035 goals, policies, and actions into a consolidated matrix to assist in evaluation and direction by City staff. Working with the evaluation matrix, we will identify current General Plan goals, policies, and actions that remain relevant and should carry into the next General Plan, versus ones that have been accomplished or are no longer relevant.

D.2 Draft Alternatives

The PlaceWorks team will evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. CEQA Guidelines allow the alternatives to be evaluated in less detail than the project, but they still will need adequate metrics to allow comparison. Accordingly, the alternatives will be evaluated at a qualitative level. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).

D.3 GPAC Presentation

PlaceWorks will lead a GPAC meeting to present the land use and circulation alternatives and receive feedback.

D.4 Community Event

PlaceWorks will lead a second community event to focus on gathering input on the Draft GPU. This event may be in the same or different format than the first community event. PlaceWorks will work with the City to determine the format and identify whether there are community groups or certain segments of the community that were not reached as well previously. If so, targeted efforts will be made to reach those groups. As with the first community event, if an in-person event is not possible at this point in the project, options for virtual outreach will be considered, including surveys, interviews, or virtual workshops/meetings.

D.5 Planning Commission/Council Consideration

PlaceWorks will present the Draft GPU to the Planning Commission and City Council and receive feedback.

Task D Deliverables

- General Plan Outline, template, and policy matrix, Word and PDF format
- Administrative Draft General Plan, Word and PDF format
- Public Review Draft General Plan, Word and PDF format
- GPAC Meeting notice/agenda/meeting materials in English and Spanish
- GPAC Meeting summary in English and Spanish
- Community Event notice/agenda/meeting materials in English and Spanish
- Community Event (with translation services)
- Community Event summary in English and Spanish
- Planning Commission/City Council study session (attendance/facilitation and meeting materials as necessary)

E. Preferred Alternative and Draft General Plan

PlaceWorks suggests the following tools for implementation tasks that would respond to some of the City's key issues.

E.1 GPAC Presentation

PlaceWorks will lead a GPAC meeting to present the draft preferred alternative and receive feedback.

E.2 Community Event

PlaceWorks will lead a third community event to focus on gathering input on the Draft GPU. This event may be in the same or different format than the first and second community events. PlaceWorks will work with the City to determine the format and identify whether there are community groups or certain segments of the community that were not reached as well previously. If so, targeted efforts will be made to reach those groups. As with the first community event, if an in-person event is not possible at this point in the project, options for virtual outreach will be considered, including surveys, interviews, or virtual workshops/meetings.

E.3 Draft General Plan

PlaceWorks will update the existing General Plan based on the work from Task C.2 to ensure that the GPU complies with new State and local regulations relevant to the City of Soledad and that the responses to State-imposed requirements are tailored to reflect Soledad's interests and goals. This update will include resolving inconsistencies between the General Plan and other relevant planning documents.

This task will also include required updates to legally-required General Plan components if necessitated by changes in the other elements and/or the CEQA analysis discussed below. For example, the required noise contour maps may need to be updated based on updated traffic modeling.

Soledad is not required under SB 1000 to prepare a stand-alone Environmental Justice Element. PlaceWorks expects to address Environmental Justice as appropriate based on community and City input throughout the General Plan Elements. PlaceWorks has multiple experts in this topic area and extensive recent experience with addressing these requirements. We will work with the City to apply the approach that makes the most sense for Soledad.

a. Climate Change

Approach. Our approach to addressing climate change mitigation and adaptation is integrative and holistic. Soledad's long-term environmental, economic, and social prosperity depends on ensuring that land use planning and development recognizes the links between the built and natural environments and social systems. The PlaceWorks team will identify key GHG emissions sources and climate change vulnerabilities, and through staff and public engagement, we will identify goals and strategies to reduce GHGs and increase resilience. We will assist the City and community in framing equitable goals and policies to reduce waste and to encourage energy and water conservation and efficiency, green infrastructure, and active transportation.

We will build on the most recent (2019) protocol-compliant GHG inventory from AMBAG by adjusting it for local conditions in Soledad to forecast and assess potential

emissions associated with growth and change during the General Plan timeframe. GHG reduction, climate adaptation, and resilience goals and policies can be integrated into multiple elements of the General Plan, including Land Use, Housing, Circulation, Public Services and Facilities, Conservation, and Open Space, though many of the climate adaptation and resiliency goals and policies have an obvious home in the Safety Element.

- Climate Vulnerability Assessment

We will analyze how climate change may affect the populations and community assets in and around Soledad, recognizing that climate effects on the areas outside of the city limits may still have impacts to the community. We will prepare a list of all populations and community assets that we recommend for inclusion in the Vulnerability Assessment, based on discussions with City staff, recommendations from the California Adaptation Planning Guide, and guidance from other documents, including the Monterey County Multi-Jurisdictional Hazard Mitigation Plan, and best practices. In accordance with the recently updated Adaptation Planning Guide (led by PlaceWorks in partnership with the Governor's Office of Emergency Services) and best practices, we anticipate looking at how climate change and associated effects will affect the following:

  - Populations: Persons who are likely to be disproportionately harmed by climate change and its effects, including senior citizens (especially those living alone), low-income households, and persons with disabilities or chronic health conditions.
  - Buildings, infrastructure, and key services: Important structures in the community, including key roads and highways, electricity and natural gas lines, hospitals, major economic centers, and critical City facilities.
  - Ecosystems and natural resources: The range of natural lands in and around Soledad.

We will collaborate with City staff to determine where best to include climate change topics in the General Plan Elements. We've included it in the Land Use and Safety Element as a preliminary recommendation.

b. Draft Elements

- Safety Element. The Safety Element aims to reduce the short-term and long-term potential threats to community health and safety, foster a resilient local economy and natural ecosystem, and minimize the potential for disruption. This GPU is an opportunity to build on recent regional and state hazard mitigation and adaptation planning efforts and to update data, methods, and strategies consistent with State requirements and best practices. The PlaceWorks team will update the Safety Element:
  - Background information,
  - Hazard-specific information and details,
  - Applicable mapping, including required evacuation mapping, and
  - Goals, policies, and strategies.

The element will incorporate the Climate Change Vulnerability Assessment and other relevant analyses. We anticipate the updated Safety Element will address natural, climate, and human-made hazards identified in the existing Safety Element and the Monterey County Multi-jurisdictional Local Hazard Mitigation Plan and the Climate Vulnerability Assessment, including flooding, seismic and geologic hazards, drought, extreme weather, wind, fire, agricultural pests and diseases, human health hazards, hazardous materials. In addition to hazards, we recommend the Safety Element address energy resilience and emergency preparedness.

Goals, policies, and implementation programs will be responsive to these issues and meet requirements of the California Government Code. We emphasize a "no-regrets" approach that builds short- and long-term community resiliency and provides co-benefits, such as financial savings, conservation of natural resources, and improvements to public health. We will streamline the element by creating policies that address multiple issues of concern, including climate mitigation, environmental justice, and community health, and provide multiple benefits. The Safety Element will be a framework to support integration of the updated Monterey County Multi-Jurisdictional Local Hazard Mitigation Plan, which is expected to be adopted in 2021.

- Housing Element. Soledad's Housing Element was updated in 2020. The City will need to address the Regional Housing Need Allocation (RHNA) numbers for the next Housing Element cycle that will begin in 2023 as part of the Housing Element. We expect the numbers will be higher than those the City analyzed in the 2015-2023 Housing Element. This will require additional analysis beyond what was done for the current Housing Element. PlaceWorks will update the baseline information along with complying with new state regulations put in place since the last Housing Element update. At this time, the most significant of those new regulations are the fair housing requirements related to Assembly Bill 686. A couple new sections will be added to the Housing Element to respond to that law and additional outreach regarding equity and fair housing will take place as part of the overall General Plan outreach effort.

- Environmental Justice Element. We understand Environmental Justice will be included in the General Plan. PlaceWorks will address the new Environmental Justice requirements pursuant to California Government Code 65302(h). To support this work, PlaceWorks will first prepare a summary of environmental justice conditions in Soledad. The evaluation will explain the new requirements for general plans to address environmental justice under SB 1000 and describe related topics, including pollution exposure, air quality, public facilities, healthy food access, safe and sanitary housing, physical activity, community engagement, and infrastructure investments. It will also show preliminary maps of "disadvantaged" communities and discuss exposure levels to pollution sources. We will collaborate with City staff to determine where best to include Environmental Justice in the General Plan Elements and whether a stand-along Environmental Justice Element is appropriate. Based on this analysis and extensive engagement with community members and groups, PlaceWorks will draw upon our expertise to craft policies and actions that alleviate pollution and health impacts, prioritize investments, and elevate the voices in disadvantaged communities.

- Community and Economic Development Element. PlaceWorks will update the existing Economic Development Element to create the new Community and Economic Development Element. The existing policies and programs are intended to help increase the community's economic activity in order to create more and better jobs, and to provide greater choice and more competitive prices for goods and services. Based on input from the stakeholder interviews, Economic Development Focus Group, GPAC, Planning Commission, and City Council, BAE will refine recommendations for Economic Development Element updates and prepare recommendations to PlaceWorks for an Administrative Draft updated Community and Economic Development Element. This element will include public art, capital improvements, historic district preservation, the California Main Street Program and community character. Updating of this element will be closely tied with the updates to the Land Use Element and the associated Fiscal Analysis.

- Land Use Element and Fiscal Analysis. PlaceWorks will update the Land Use Element as needed based on the findings from Task C. This will include updates needed based on fiscal analysis prepared by BAE. It is our understanding that the City is not anticipating significant land uses changes to the existing General Plan. We expect the Land Use Element update to address topics such as:
    - Uses that allow for economic growth in flexible, adaptive ways.
    - Planning boundaries, including any revisions to maps.
    - Land use policies that create healthy and equitable communities.
    - Buildings and facilities.
    - Climate change and resiliency.

- Circulation Element. Based on existing conditions information prepared by Kimley Horn, PlaceWorks will update the Circulation Element to identify future demands on the circulation system and ensure the City's mobility and land use plan are integrated. The element will also integrate regional circulation planning with Monterey County and Caltrans. Major transportation facilities, including roads, transit, bike lanes, sidewalks, and railroad crossings will be evaluated, and Circulation Element policies and actions will be aligned with the traffic analysis prepared for the EIR. PlaceWorks will coordinate with City staff to identify issues of importance for the City and to refresh the transportation policies related to all forms of travel/multi-modal transportation, any future improvements related to Highway 101, and local facility improvements, roadway network performance metrics, street conceptual design standards, public health, bicycle and pedestrian circulation, the use of transit, and truck routes.

- Conservation and Open Space Element. The existing Conservation and Open Space Element will be updated for consistency with current state law and to include the topics of air quality, water, wastewater, watershed planning, energy and parks and recreation. Policies and programs will continue to protect and preserve the natural resources in and around Soledad including agricultural areas, hillsides and scenic areas and undeveloped natural areas.

E.4 Implementation Plan and Priorities

PlaceWorks will prepare an Implementation Strategy for the updated General Plan. The strategy will provide a framework to connect day-to-day and short-term actions to long-term goals, ensuring that Soledad's General Plan remains a living document that can respond to changing conditions. It will also provide an institutional framework to annually revisit the General Plan, gauge its continuing relevance, and recommit investments to the City's vision.

For each of the actions listed in the adopted General Plan, we will prepare a short description that will:

- Identify the specific General Plan goal the item will implement.
- Identify the agency, department, or organization to carry out the task.
- Identify resources required for the item.
- Identify the timeframe needed to complete the task.
- Establish a measure to indicate successful completion of the task.

Because the number of actions in the General Plan will have been carefully considered during the writing and public review phases, the Implementation Strategy should provide a clear and achievable roadmap for annual actions. Each year of successful implementation will build support and confidence among the community, elected officials, and staff from all departments.

E.5 Zoning Consistency Analysis

Following finalization of the General Plan, PlaceWorks will carefully review the existing Zoning Ordinance and Zoning Map and identify a list of specific changes to both text and graphics needed to align the Zoning Ordinance with the updated General Plan.

Task E Deliverables

- Large-format graphic illustrating preferred land use and circulation plan, two hard copies and PDF format
- GPAC Meeting notice/agenda/meeting materials in English and Spanish
- GPAC Meeting summary in English and Spanish
- Community Event notice/agenda/meeting materials in English and Spanish
- Community Event (with translation services)
- Community Event summary in English and Spanish

F. Environmental Impact Report (EIR)

In this task, PlaceWorks will prepare a programmatic EIR that analyzes the environmental impacts of the GPU and the implementation measures. The EIR will evaluate potential impacts in the relevant environmental issue areas, using our thorough knowledge of CEQA and experience with dozens of other General Plan EIRs to proactively incorporate policies and actions in the GPU to mitigate potential impacts, striving for a self-mitigating General

Plan. Throughout the EIR, as well as the GPU as a whole, we will maximize use of existing data and analysis.

F.1 Notice of Preparation, Scoping, Tribal Consultation, and Administrative Draft EIR

a. Notice of Preparation

In coordination with City staff, will prepare a project description to provide enough detail that agencies and the public have adequate information to provide input on the environmental effects of the GPU. This project description will also be the basis of a more detailed description that will be included in the EIR. PlaceWorks will prepare a Notice of Preparation (NOP) of an EIR pursuant to CEQA Section 15082, which will include the project description and a description of the topics to be analyzed in the EIR. To reduce costs associated with the overall environmental effort, we propose to not include an Initial Study checklist, and address any topics that do not need focused analysis in the EIR in an EIR section titled "Effects Found To Not Be Significant." For any environmental issues found not to require additional analysis, source references will be provided. PlaceWorks will be responsible for circulation of the NOP to the State Clearinghouse.

b. Tribal Consultation

PlaceWorks will complete the State-mandated noticing to Native American tribes pursuant to SB 18 and AB 52. We will contact the Native American Heritage Commission (NAHC) by letter to describe the GPU. The letter will request that the NAHC review their Sacred Lands file for information on traditional or cultural lands within the project area and vicinity and will include a request for a listing of local Native American representatives. We will then prepare a basic letter for each tribe to be mailed out on City letterhead. This letter will describe the project and indicate how tribal representatives can request consultation with the City if they so desire. If the tribes do request consultation, City staff will be responsible for arranging and attending any meetings that are required.

c. Scoping Meeting

We will work with City staff to arrange a Scoping Meeting during the 30-day comment period on the NOP to receive public comment as part of the scoping process for the EIR. PlaceWorks will attend the meeting and present an overview of the environmental process and key issues for CEQA topics.

d. Project Description

PlaceWorks will work with City staff to draft and refine a project description based on the description developed for the NOP.

e. Environmental Analysis

PlaceWorks will prepare an EIR that focuses on CEQA resource categories where substantial evidence of a potentially significant environmental impact exists, while scoping out environmental issues on which it can be seen with certainty that the project would have no significant negative impact based on existing documentation and regulations. In keeping with the requirements of CEQA, environmental review of the General Plan will

include an analysis to determine the environmental impacts for the following resource categories:

- Aesthetics. The aesthetics analysis will review the Draft GPU land use map, policies, and programs that may impact scenic vistas and other resources.
- Agriculture and Forest Resources. Potential impacts to agricultural resources are expected to be a topic of concern in the EIR. PlaceWorks will evaluate potential adverse impacts on agricultural resources, including the loss of agricultural land, conflicts with Williamson Act contracts, or conflicts with ongoing agricultural viability. PlaceWorks will provide recommendations on successful mitigation based on our experience with other General Plan EIRs that have faced legal challenges to the agricultural resources analysis.
- Air Quality and Greenhouse Gas Emissions. The PlaceWorks team will model and analyze air quality impacts associated with the horizon year projections associated with the GPU based on the proposed land use plan and the traffic analysis. We will build from the AMBAG GHG inventory to adjust for conditions unique to Soledad and to incorporate emissions reductions achieved from the City's sustainability policies and practices. The Air Quality Impact Assessment will evaluate long-term air quality impacts in accordance with the regulations and standards of the Monterey Bay Air Resources District (MBARD). Construction emissions will be discussed qualitatively as it is speculative to analyze construction impacts at the program level. Carbon monoxide hotspots will also be assessed at a program level. Existing and potential future sources of toxic air contaminants in the planning area will be addressed. Consistency with the latest applicable Air Quality Attainment Plan will be addressed. The analysis will be prepared in accordance with the criteria, standards, and provisions of CEQA and will respond to the applicable checklist items within Appendix G of the CEQA Guidelines. It is likely that significant and unavoidable air quality impacts will occur as a result of emissions of one or more criteria pollutants. The report will determine whether the project would directly or indirectly generate significant GHG emissions or conflict with any applicable plan, policy, or regulation adopted to reduce such emissions, including the State Scoping Plan and the Regional Transportation Plan and Sustainable Communities Strategy (RTP/SCS). GHG and climate change protocols are constantly evolving. As such, climate change impacts will be analyzed in accordance with the latest guidance.
- Biological Resources. This EIR section will describe known resources and identify proposed General Plan policies that protect sensitive natural resources. Based on existing data, including the California Natural Diversity Database, the EIR will identify vegetation types, wildlife habitats, and known occurrences of special-status species, sensitive natural communities and wetland features. The impact analysis will qualitatively evaluate the impacts of the GPU on these biological resources and identify proposed General Plan policies that mitigate potential impacts.
- Cultural Resources and Tribal Cultural Resources. The EIR will describe the regional and local prehistoric and historical context of Soledad, and summarize local, State, and federal policies, laws, and regulations regarding the treatment of cultural resources. The EIR will analyze potential impacts from implementation of the GPU on prehistoric and historic cultural resources, and identify mitigation measures, if necessary. The EIR will summarize the tribal consultation results and assess the potential for impacts on tribal cultural resources.

- Geology, Soils, and Mineral Resources. The EIR will describe the regulatory requirements related to geology, soils, and seismicity and how compliance with regulations would reduce the potential for significant direct and/or indirect environmental impacts.
- Hazards and Hazardous Materials. The EIR will describe hazards and hazardous materials issues and evaluate the potential exposure to these hazards through future development, especially in-fill sites, anticipated in the General Plan.
- Hydrology and Water Quality. The City of Soledad is located within the Salinas River watershed. Based on available data, PlaceWorks will discuss existing hydrology and water quality conditions, including regional and site-specific hydrologic setting of the area, stormwater drainage characteristics, water quality data, local receiving water bodies, pollutants of concern based on changes in land use, and flooding hazards. PlaceWorks will identify pertinent local plans, laws, and regulations pertaining to hydrology and water quality. This EIR section will also include a discussion of consistency with the City's Urban Water Management Plan (2015), and implementation of the City's stormwater quality best management practices for new development and redevelopment projects.
- Land Use and Planning. The EIR will discuss whether the GPU will physically divide an established community or conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project.
- Noise and Vibration. PlaceWorks will compare existing and future conditions noise and vibration technical analyses, including transportation (roadway and rail), stationary, and construction sources. The EIR will discuss relevant standards and criteria for noise exposure, including those in the General Plan Safety Element and in the Municipal Code. The noise analysis will include a field study and development of updated traffic and rail noise contours. The results of this analysis will be summarized in the EIR and modeling will be provided in an appendix.
- Population and Housing. This section will focus on the potential for displacement of people or housing and for substantial population growth that could result from implementation of the General Plan.
- Public Services. This section will evaluate potential impacts on public services, including fire and emergency medical services, police services, and schools. PlaceWorks will identify existing public services within the city. The setting will include a description of each public service provider, including current and projected capacity.
- Parks and Recreation. PlaceWorks will describe existing recreation facilities in the city and evaluate any potential impacts on existing park and recreation facilities. The impact analysis will draw on standards and objectives described in adopted City documents.
- Traffic Analysis. Kimley Horn will build on the existing conditions assessment to provide the EIR traffic analysis, which will identify planned network improvements and forecast future volumes and conditions. Traffic forecasts will be based on current available data sources including the Tri-County Area traffic model, which is being revised for the MCAG Regional Transportation Plan, as well as the Caltrans Statewide Traffic Model. Traffic Analysis Zones (TAZ) in the AMBAG Travel Demand Model will be used to develop traffic forecasts and VMT estimates for the EIR

alternatives as required by the Monterey Bay Air Resources District for cumulative conditions and per City VMT policy guidelines.

PlaceWorks will work with City staff to identify a conceptual bicycle and pedestrian network to provide a viable alternative for non-motorized travel. In addition, existing and future transit routes will be reviewed to best integrate with the bicycle and pedestrian network. The data in the traffic analysis will also support the noise, air quality, and greenhouse gas emissions analyses.

- Utilities. Kimley Horn will prepare the utilities and service systems section of the EIR, covering water, wastewater, stormwater, and solid waste utility systems. Recommended improvements needed to serve planned future development, based on input from the City's Public Works Department, will be listed in the EIR.
- Wildfire. The EIR will include a discussion of potential wildfire hazards, including whether the project would exacerbate fire risks; impair an emergency response plan or emergency evacuation plan; require installation of new infrastructure; or expose people to post-fire hazards.
- Alternatives Analysis. The PlaceWorks team will evaluate up to three alternatives to the proposed project, one of which will be the CEQA-required No Project Alternative. CEQA Guidelines allow the alternatives to be evaluated in less detail than the project, but they still will need adequate metrics to allow comparison. Accordingly, the alternatives will be evaluated at a qualitative level. Based on this analysis, the Environmentally Superior Alternative will be identified (as required by CEQA).
- CEQA-Required Assessment Conclusions. PlaceWorks will prepare the appropriate conclusions to fulfill CEQA requirements by providing an assessment of unavoidable significant environmental impacts, significant irreversible environmental changes, relationship between local short-term uses of the environment and long-term productivity, and effects found not to be significant.

F.2 Draft EIR and Notice of Completion

After City review of the Administrative Draft EIR, based on a single set of consolidated comments from the City, we will incorporate comments and prepare public Draft EIR. PlaceWorks will route the Draft General Plan to the State Clearinghouse. Technical appendices and background reports will be provided electronically for all drafts.

PlaceWorks will prepare and submit the Notice of Completion (NOC) regarding the Draft EIR to the State Clearinghouse, which will begin the legally required 45-day public review period.

F.3 Open House

PlaceWorks will facilitate an Open House for the GPAC and the community to highlight the goals, policies, and programs of the Draft General Plan, and to answer any questions about the update process and how community participation has shaped the Plan to date. Stations at the Open House could focus on new initiatives regarding economic development, affordable housing, mobility, and community health. The open house format will allow participants to spend time at the stations that are important to them. It will also help build

community by connecting the GPAC members and City staff with their peers in Soledad in a comfortable, almost celebratory setting.

F.4 Public Hearing on Draft EIR

During the Draft EIR public review period, PlaceWorks will attend one public hearing before the Planning Commission or City Council to solicit comments on the Draft EIR.

F.5 Final EIR and Mitigation Monitoring and Reporting Program

Following completion of the 45-day public review period, PlaceWorks will discuss with City staff any comments received during the public review period and the approach to responding to the comments. PlaceWorks will incorporate public and/or agency comments received on the Draft EIR and the responses to these comments, as appropriate, into the Final EIR document. PlaceWorks will also include any needed revisions to the Draft EIR. Other members of the consulting team will also participate as needed. We assume the comments will only require clarification and expansion of the EIR analysis and/or recognition of the commentors' concerns about the project being considered; reanalysis of any topics is not included in this scope of work. This scope assumes approximately 40 hours of technical staff time for responses to comments.

PlaceWorks will also prepare a Mitigation Monitoring and Reporting Program (MMRP) for the General Plan EIR.

Task F Deliverables

- NOP/Scoping Meeting in English and Spanish
- Public scoping meeting for EIR preparation (with Spanish translation services)
- Administrative Draft EIR, Word and PDF format
- Draft EIR, Word and PDF format
- Attendance/facilitation and meeting materials for GPAC Open House including proposed stations and layout of stations.
- Attendance/facilitation and meeting materials, including staff report, for Planning Commission public hearing regarding Draft EIR
- Final EIR (including Draft EIR and response to comments), PDF format

G. *Public Review and Adoption*

The PlaceWorks team will complete the following tasks, resulting in adoption of a Final General Plan and certification of the EIR.

G.1 Summary of Revisions to the Draft General Plan

Following public review of the Draft General Plan, PlaceWorks will prepare a memorandum summarizing revisions to the Draft General Plan reflecting comments received during the

public review process. This summary will also include revisions based on the responses to comments in the Final EIR and any final revisions needed to ensure consistency with the plans developed through the Implementation Tasks. (see Task E)

G.2 Findings

PlaceWorks will prepare draft findings and resolutions to allow for adoption of the General Plan and certification of the EIR. These findings and resolutions will summarize significant impacts of the General Plan, present mitigation measures required to reduce impacts to less-than-significant levels, allow adoption of the MMRP, and include, if necessary, statements of overriding consideration. Based on our experience, we recommend that the findings and resolutions be finalized by the City attorney.

G.3 Certification and Adoption Hearings

In these final hearings, City decision-makers will review and adopt the Final General Plan and certify the EIR. PlaceWorks will attend up to four joint Planning Commission/City Council hearings.

G.4 Final General Plan

Once the GPU is adopted, PlaceWorks will create a Final General Plan for distribution and archiving. PlaceWorks will incorporate comments received during the review period based on City Council direction as well as any revisions needed to reflect the outcomes of the Implementation Tasks in Task E.

Task G Deliverables

- Summary of Revisions memo, Word and PDF format
- Administrative Draft Findings of Fact and Statement of Overriding Considerations, Word and PDF format
- Draft Findings of Fact and Statement of Overriding Considerations, Word and PDF format
- Presentation and meeting materials, including staff report, of GPU at up to two Planning Commission public hearings
- Presentation and meeting materials, including staff report, of GPU at up to two City Council public hearings
- Adopted General Plan, PDF format

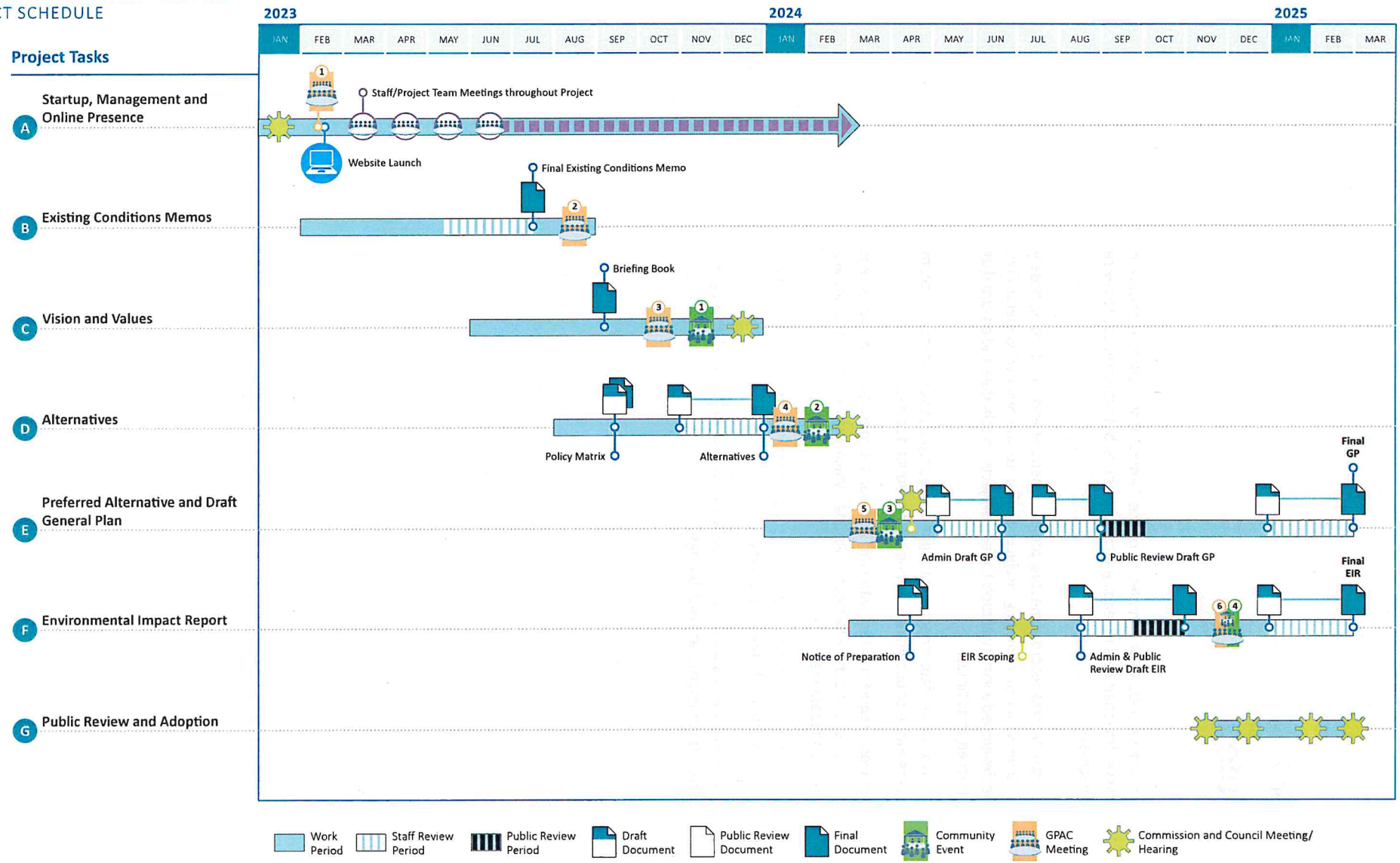
Chapter 7.
Schedule

PlaceWorks' proposed schedule for completion of the General Plan Update is shown in **Figure 3.** We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

PlaceWorks has a strong track record in meeting project schedules and coordinating closely with its clients. Over years of managing projects similar to the Soledad General Plan Update, we have developed a variety of tools to keep projects on schedule and ensure that staff are well informed at all times:

- We maintain an up-to-date schedule throughout the project, to ensure that all team members are aware of upcoming meetings and product due dates.
- We stay in close, regular contact with staff and our subconsultants and document important decisions about the project in writing, which ensures that decisions are understood by all team members.
- We schedule project due dates for staff and subconsultants with adequate time for editing and formatting into finished reports.
- We limit subconsultants' payments to specific milestones to ensure that progress on the project is commensurate with billings.

SOLEDAD GENERAL PLAN UPDATE
PROJECT SCHEDULE



Chapter 8.
LITIGATION HISTORY

CEQA has served as a cornerstone in California's environmental legal foundation and has played a critical role in improving the quality of the California environment. In more recent years, we have seen a growing trend of litigation. In fact, the majority of challenges have occurred in the past 10 years. In general, when our work has been legally challenged, it has prevailed, however there are two projects currently in litigation, including the Terra Vi Eco Lodge EIR (in Tuolumne County), which was challenged by neighbors adjoining the project site, and the Embarcadero Bridge NEPA Environmental Assessment, which is being challenged due to contract issues between the construction contractor and City of Oakland, after the completion of construction.

This is a construction defect case involving the Embarcadero Bridge over the Lake Merritt Channel. General Contractor Flatiron West, Inc. filed the initial complaint on October 29, 2019 against the City of Oakland for Breach of Contract. The City of Oakland cross-complained against T.Y. Lin /AECOM on July 21, 2020. T.Y Lin/AECOM subsequently filed a cross-complaint against DCE/PlaceWorks on March 5, 2021. The claims against DCE/PlaceWorks include breach of contract, indemnity and declaratory relief. The claims are currently pending.

Chapter 9.
REFERENCES

Scot Graham, Community Development Director
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RESUMES



CHARLIE KNOX, AICP
Principal

Charlie has more than 30 years of experience in public and private sector land use planning. He has a thorough understanding of how to manage and coordinate staff and consultant efforts to best serve municipal staff, citizens, City Councils, and commissions. Charlie's expertise includes shepherding high-profile projects through the entitlement process. He also specializes in developing sustainability and renewable energy initiatives, and in securing funding for their implementation. Prior to joining PlaceWorks, Charlie led the City of Benicia Public Works and Community Development Departments and used innovative leadership to provide superior customer service to residents despite resource constraints.

HIGHLIGHTS OF EXPERIENCE

COMPREHENSIVE PLANNING
» Menlo Park General Plan and Zoning Update, Menlo Park CA
» Stockton 2035 General Plan Update, Stockton CA
» Vallejo Integrated Revitalization Program and Comprehensive General Plan Update, Vallejo CA
» Livermore Housing Element Implementation and Environmental Review, Livermore CA
» Marin Countywide Plan, Marin County CA
» Ventura General Plan, San Buenaventura CA
» Pleasant Hill General Plan, Pleasant Hill CA
» Morgan Hill General Plan, Morgan Hill CA
» Citrus Heights General Plan, Citrus Heights CA
» Cotati General Plan Background Report, Cotati CA
» Sonoma General Plan and EIR, Sonoma CA

SPECIFIC PLANS AND ZONING
» Oroville Sustainable Code Update and Climate Action Plan, Oroville CA
» Marinship Specific Plan Assessment and Evaluation, Sausalito CA
» Benicia Downtown Mixed Use Master Plan, Benicia CA
» Cotati Downtown Specific Plan, Cotati CA
» Morros Area Specific Plan, San Luis Obispo County CA
» San Miguel County Land Use Code, San Miguel County CO

ENTITLEMENTS
» Fourth and University Project, Berkeley CA
» Bayside Village Project, Hercules CA
» Mountain Village Subdivision (Now Incorporated), Telluride CO
» Aldasoro Ranch Subdivision, Telluride CO
» Lawson Hill Mixed-Use and Affordable Housing Subdivision, Telluride CO
» Telluride Ski Area Expansion, Telluride CO

MUNICIPAL ADMINISTRATION
» Benicia Strategic Plan, Benicia CA
» City of Benicia/Solano County GIS Data-Sharing Platform, Benicia CA

EDUCATION
» MA, Communications, University of Washington, Seattle WA
» BA, English, Whitman College, Walla Walla WA

CERTIFICATIONS
» American Institute of Certified Planners

AFFILIATIONS
» American Planning Association
» Bay Area Planning Directors Association

Team member since 2013

PLACEWORKS

CHARLIE KNOX
Principal
cknox@placeworks.com

PUBLIC WORKS PROJECTS

» Telluride/Mountain Village Gondola Transportation System, Telluride CO
» Benicia High School Traffic Signal and Safety Enhancement Project, Benicia CA
» Interstate 780 Rose Drive Overcrossing Project, Benicia CA
» Benicia/Martinez Bridge-Bay Area Ridge Trail Connector, Benicia CA
» SolTrans Route 78 and Pedestrian Safety Support Project with the Solano Transportation Authority, Benicia CA

SUSTAINABILITY INITIATIVES

» Sustainable Communities Strategy Base-Case Scenario and Implementation Project, Monterey Bay Area CA
» Vulnerability Assessment and Adaptation Plan, Benicia CA
» Renewable Energy and Conservation Project, Benicia CA
» Electric Vehicle Fast Charger and Solar Battery Backup Project, Benicia CA
» Valero Benicia Refinery Flue Gas Scrubber, Benicia CA
» Valero/Good Neighbor Steering Committee Settlement Agreement, Benicia CA
» Benicia Boatyard Marine Debris Cleanup, Benicia CA

PUBLICATIONS

» California General Plan Glossary, Governor's Office of Planning and Research, 1991

SPEAKING ENGAGEMENTS

» Panelist, "The Future of Smart Cities," Redefining Mobility Summit, San Ramon, CA 2017
» "Planning 2.0: The Drivers of Regional and Global Change and Land Use Innovation," Plenary Lunch, 2015 APA California Annual Conference, Oakland CA
» "Company Town 2.0: How Facebook and Google are Rethinking the Corporate Campus," Mobile Workshop, 2015 APA California Annual Conference, Oakland CA
» The Elephant NOT in the Room: Documenting the Silent Majority, 2014 League of California Cities Annual Conference, Los Angeles

LEADERSHIP & COMMUNITY

» Bay Area Planning Director's Association, Steering Committee Member, 2006 to Present
» Association of Bay Area Governments, Regional Planning Commissioner, 2009 to 2011

TEACHING

» "GIS for Planners," Cal Poly San Luis Obispo, 2000 to 2003

AWARDS

» 2019 APA CA Statewide and Sacramento Valley Section, Comprehensive Planning Award: Large Jurisdiction, Envision Stockton 2040 General Plan
» 2018 APA CA Northern Section, Comprehensive Planning Award: Large Jurisdiction, Propel Vallejo General Plan 2040
» 2013 Green California Leadership, Benicia Renewable Energy Project
» 2011 California Preservation Foundation, Benicia Historic Context Statement
» 2010 California State Legislature Transportation Safety Project, Rose Drive Bridge
» 2008 APA National Planning Excellence Award for Implementation, Marin Countywide Plan
» 2008 APA CA Comprehensive Planning, Marin Countywide Plan
» 2008 Form Based Codes Institute, Downtown Benicia Master Plan
» 2001 APA CA Outstanding Planning, Citrus Heights General Plan
» 1999 National Association of Counties, Watershed Protection
» 1998 US EPA Environmental Achievement, Watershed Protection
» 1993 US EPA Outstanding Achievement, Wetlands Protection
» 1992 APA Colorado Outstanding Planning, Wetlands Regulations



AMY SINSHEIMER, AICP

Senior Associate

Amy has over 15 years of experience managing and preparing long-range planning and policy documents, with a specialty in housing. She has significant experience in public outreach for complex projects involving multiple agencies, stakeholders, and team members. Amy prepared housing elements during the 3rd, 4th, 5th, and 6th cycles and has worked closely with staff at the California Department of Housing and Community Development to achieve certification for her clients. In the 5th cycle alone, she worked on more than 30 housing elements in the 5th cycle. Amy has also prepared housing element program implementation documents. She also has extensive zoning experience, including the preparation of conventional, form-based, and hybrid zoning codes, as well as zoning regulations in California's coastal zone.

HIGHLIGHTS OF EXPERIENCE

- Arroyo Grande Housing Element Update, Arroyo Grande CA
- Grover Beach Housing Element Update, Grover Beach CA
- Plan Morro Bay, Morro Bay CA
- Morro Bay Housing Element Update, Morro Bay CA
- Tuolumne County Zoning Code Update, Tuolumne County CA
- Pismo Beach Low-Cost Visitor-Serving Accommodation Study, Pismo Beach CA
- Pismo Beach Housing Element Update, Pismo Beach CA
- San Luis Obispo County General Plan Housing Element Update, San Luis Obispo CA
- Needles Mid-Cycle Housing Element, Needles CA
- Oxnard Housing Element Update, Oxnard CA
- South Lake Tahoe Housing Element Update, South Lake Tahoe CA

PRIOR EXPERIENCE

HOUSING ELEMENT UPDATES

- Amador County
- City of Arroyo Grande
- City of Auburn
- City of Biggs
- City of Compton
- City of Crescent City
- City of Dixon
- Town of Fairfax
- City of Grover Beach
- City of Ione
- City of Jackson
- Kern County
- Lassen County
- City of Lodi
- Town of Mammoth Lakes
- City of Marysville
- City of Morro Bay
- City of Needles
- City of Orland
- City of Oxnard
- Town of Paradise
- City of Pismo Beach
- City of Plymouth
- City of Ridgecrest
- City of Riverside
- Riverside County
- San Luis Obispo County
- Solano County
- City of Soledad
- City of South Lake Tahoe
- Stanislaus County
- City of Sutter Creek
- City of Temecula
- Trinity County
- City of Wasco
- City of Yreka
- City of Yuba City
- Yuba County

EDUCATION

- MA, City and Regional Planning Cal Poly San Luis Obispo
- BS, Conservation and Resource Studies, University of California, Berkeley

CERTIFICATIONS

- American Institute of Certified Planners #021534

AFFILIATIONS

- American Planning Association
- California Nativve Plant Society

Team member since 2018

AMY SINSHEIMER
Senior Associate
asinsheimer@placeworks.com

HOUSING IMPLEMENTATION – ZONING ORDINANCE AMENDMENTS

» City of Holtville
» City of Marysville
» City of Monterey
» City of Morro Bay
» City of Oxnard
» City of Riverside

OTHER PROJECTS

» Kern County Consolidated Plan and Analysis of Impediments to Fair Housing, Kern County CA
» Stanislaus County Consolidated Plan and Analysis of Impediments to Fair Housing, Stanislaus County CA
» Monterey Short-Term Rental Analysis, Monterey CA
» South Lake Tahoe Vacation Home Rentals Socioeconomic Impact Study, City of South Lake Tahoe CA
» Morro Bay General Plan and Local Coastal Program, Morro Bay CA
» Lancaster Community Homelessness Plan, Lancaster CA
» Beverly Hills Affordable Housing Assistance and Program Guidelines, Beverly Hills CA
» San Luis Obispo Subdivision Regulations, San Luis Obispo CA
» San Luis Obispo Downtown Concept Plan, San Luis Obispo CA

AWARDS

» 2011 Best Public Participation/Education Program Award, APA AZ, Flagstaff Zoning Ordinance Update
» 2011 Driehaus Award for Excellence in Writing and Implementation of Form-Based Codes, Form-Based Codes Institute, Livermore Development Code Update



ANGELICA GARCIA

Project Planner

Angelica's interest in urban planning stems from her desire to help create healthier and sustainable communities. She has over four years of experience as a planner and brings a wide variety of skills through her education and work experience. In her previous roles, she collaborated closely with community members and industry professionals regarding land use design. She enjoys working on a variety projects ranging from CEQA analysis, comprehensive planning, and community outreach facilitation.

Prior to joining PlaceWorks, Angelica worked as a planner in the public sector for the City of Vacaville and City of Buena Park, where she gained valuable experience in policy implementation, zoning, and community planning. During her graduate program, Angelica assisted with a Complete Streets and Healthy Communities Initiative which was a collaborative effort with the City of Buena Park, residents, and other stakeholders to improve the quality of life of the community. She assisted by facilitating meetings, providing translation services in Spanish, and preparing memorandums.

HIGHLIGHTS OF EXPERIENCE

» Butte County General Plan Update and EIR, Butte County CA
» Hollister General Plan Update and Environmental Review, Hollister CA
» Marin County US 101 Bus on Shoulder Feasibility Study, Marin County CA
» Western Riverside Council of Governments Planning Support Services, Riverside CA

PRIOR EXPERIENCE

CITY OF VACAVILLE | PLANNING TECHNICIAN

» Coordinated with City departments to successfully process a new hotel commercial development as the project planner, managed the project from initiation, and administered environmental review process
» Contributed to various land use entitlement projects including: zoning map amendments, planned developments, conditional use permits, and subdivision maps
» Hosted community meeting, prepared detailed staff reports, public notices, and presented at public hearings
» Reviewed building permits over the counter including residential additions and tenant improvements
» Compiled data and prepare visual maps on ArcGIS

ACTIVITIES

APA 2017-PRESENT

» Sacramento Valley APA PLAN Program 2018-2019
» California APA Conference 2017-2020

EDUCATION

» Master of Planning, University of Southern California
» B.A. in Communication Studies, University of California, Los Angeles

AFFILIATIONS

» American Planning Association (APA)

Team member since 2020

PLACEWORKS

ANGELICA GARCIA
Project Planner
agarcia@placeworks.com



PATRICK HINDMARSH

Senior Associate

Patrick is a senior environmental planner with over 24 years of planning and environmental experience for public- and private-sector clients. In his roles as project manager, technical reviewer, and technical analyst, he has worked on hundreds of environmental documents for a diverse range of project types of differing size, geography, density, and complexity including commercial and mixed-use developments; public educational facilities; hospitals; infill and suburban housing and commercial developments; and specific plans, master plans, and general plan updates/amendments. As a project manager, he oversees teams of environmental technical specialists, reviews their work product, and coordinates their work with lead agency staff.

Patrick is well regarded for his knowledge and practical application of environmental regulations and case law, as well as his ability to understand complex technical data and reports to ensure their adequacy as a basis for environmental impact analyses, synthesizing technical material into easy-to-understand language, and preparing well-written environmental impact assessment documents. He has also assisted jurisdictions by writing environmental findings and statements for staff reports and presenting the project environmental review process and findings at public hearings. In addition to managing environmental documents, he has served as the Environmental Coordinator for the City of Rancho Cordova and City of Elk Grove.

HIGHLIGHTS OF EXPERIENCE

» Rancho Cucamonga General Plan Update EIR, Rancho Cucamonga CA
» Mendocino County LHMP and General Plan Safety Element, Mendocino County CA
» Rancho Cordova Housing Element Update and Environmental Review, Rancho Cordova CA
» Rocklin Housing Element, Safety Element, and Environmental Review, Rocklin CA

PRIOR EXPERIENCE

» Elk Grove General Plan Update EIR, Elk Grove CA
» Roseland Area/Sebastopol Road Specific Plan EIR, Santa Rosa CA
» Douglas Road Phase 2 Project MND, Rancho Cordova CA
» Heritage Park MND/EA, Windsor CA
» Stanislaus County Cannabis Permitting CEQA Services, Stanislaus County CA
» Reservoir 10A Replacement Mitigated Negative Declaration, Dublin CA
» Ione Water Transmission Main MND, Amador Water Agency, Amador CA
» Kilgore Soccer Fields Project MND, Rancho Cordova CA
» Lincoln Landing EIR, Hayward CA
» Southeast Policy Area Strategic Plan EIR, Elk Grove CA
» Martell Business Park Master Plan Amendment SEIR, Amador County CA
» Dollar General Stores EIR, Nevada County CA
» Richmond General Plan Environmental Impact Report, Richmond CA
» San Juan Unified School District Various Elementary School Improvement MNDs, Sacramento County CA
» Austin Road Business Park and Residential Community EIR, Manteca CA

EDUCATION

» B.A. in Environmental Studies, California State University, Hayward

AFFILIATIONS

» Association of Environmental Professionals (AEP)

Team member since 2020

PLACEWORKS

PATRICK HINDMARSH
Senior Associate
phindmarsh@placeworks.com

- Eden Housing San Pablo Mixed-Use Senior Apartments EIR, El Cerrito CA
- Civic Center Aquatics Complex Project Subsequent EIR, Elk Grove CA
- San Mateo County Energy Efficiency Climate Action Plan EIR, San Mateo County CA
- Rincon del Rio Continuing Care Retirement Community EIR, Nevada County CA
- The Towers on Capitol Mall EIR, Sacramento CA
- 500 Capitol Mall EIR, Sacramento CA
- Mercy General Hospital-Sacred Heart Parish School EIR, Sacramento CA
- Dignity Health Campus Subsequent EIR, Elk Grove CA
- Regional University Specific Plan EIR, Placer County CA
- Natomas Landing EIR, Sacramento CA
- Northwest Land Park EEIR, Sacramento CA
- Southeast Specific Plan Final EIR, Rohnert Park CA
- Stanford University Medical Center Facilities Renewal and Replacement Project and the Simon-Properties Stanford Shopping Center Expansion Project EIR, Palo Alto CA
- Amador Water Agency Ione Water Transmission Main MND, Ione CA
- Golden Valley High School Stadium Expansion IS/MND, Merced County CA
- Merced Union High School District Merced High School Gymnasium IS/MND, Merced County CA
- Del Campo High School Stadium Lighting Project IS/MND, Fair Oaks CA
- Raley Field Entertainment Facility MND, West Sacramento CA
- California High-Speed Train Project San Francisco to San Jose Segment EIS/EIR, CA
- Exposition Corridor Transit Project Program EIS/EIR, Los Angeles CA
- Windsor Chevron MND, Windsor CA
- Windsor Oaks, Windsor CA
- Pacific Ave Senior Housing MND, Livermore CA
- Wildflower Station MND, Antioch CA
- Black Diamond Ranch MND, Antioch CA
- Palisades at Squaw EIR, Placer County CA
- Emerson and Da Vinci Junior High School NextGen Science Project MND, Davis CA
- Newcastle Unified School District Photovoltaic Project MND, Newcastle CA
- Brookfield Elementary School Project, Sacramento CA
- East Lawn Cemetery Expansion MND, Elk Grove CA



JOSHUA CARMAN, INCE-USA

Senior Associate, Noise & Vibration

Joshua Carman has 20 years of experience in the field of acoustics and has participated in the environmental review and monitoring process for a diversity of projects in California, Washington, Nevada, and New York. Joshua prepares noise assessments for environmental impact studies (CEQA/NEPA) and technical studies using federal, state, and local guidelines and methodology. His experience includes complex project- and program-level analyses of General Plan updates; Specific Plans; mixed-use development; traffic, transit and rail; vibration-sensitive; industrial; infrastructure, utilities, and telecommunications; long-term and remote construction noise and vibration monitoring; and underwater construction (e.g., pile driving and blasting) projects. He is certified in the use of SoundPLAN and the FHWA's Traffic Noise Model (TNM).

Joshua's project experience includes conducting the noise modeling, analysis and preparation of the noise assessment for the Prologis warehouse project in Los Angeles; the noise study report for the Mid-County Parkway EIR/EIS, a 16-mile transportation corridor in Riverside County; noise and vibration measurements for the VTA Silicon Valley Rapid Transit Extension; long-term construction noise and vibration monitoring for the EBMUD Summit Reservoir Replacement Project; and the Title 24 acoustical study for the Lincoln at Euclid residential development in Anaheim.

HIGHLIGHTS OF EXPERIENCE

- 506 Brookside Drive Industrial Warehouse, North Richmond CA
- Thornton Junior High School Expansion CEQA and Environmental Site Assessment Services, Fremont, CA
- Measure E Bond Program CEQA and Site Assessment Services, Fremont, CA
- San Bernardino Countywide General Plan Update EIR, Noise, San Bernardino County CA
- Broadway Mixed-Use EIR, Redwood City CA
- Cardiff Elementary School EIR, Encinitas CA
- Brookside Drive Industrial Project Noise Technical Report, North Richmond CA
- Dell Avenue Office Project EIR, Campbell CA
- Etiwanda Avenue Truck Restriction Ordinance EIR, Jurupa Valley CA
- Cupertino Village Hotel IS/MND, Cupertino CA
- Hayward Downtown Specific Plan EIR, Hayward CA
- Hunt Cancer Center CALGreen Acoustical Study, Torrance CA
- In N Out Drive-Through Noise Peer Review and EIR, Campbell CA
- SpaceX Test Tunnel NOE, Hawthorne CA
- 7-Eleven Car Wash Noise Technical Report, San Jacinto CA

PRIOR EXPERIENCE

- The Block Temporary Residence Project Noise and Community Health Risk Assessments, Santa Rosa CA
- Dougherty Road Improvement Project Noise Assessment, Dublin CA
- East Bay Municipal Utility District Summit Reservoir Noise & Vibration Monitoring, Berkeley CA
- Forestville Town Park Ambient Noise Measurements, Forestville CA
- Naval Base Kitsap at Bangor, Hydroacoustic and Construction Noise Monitoring,

EDUCATION

- BA, Environmental Studies
  University of California, Santa Cruz

CERTIFICATIONS

- SoundPLAN (2018), Navcon Engineering, Fullerton, CA
- US EPA AERMOD (2015), Lakes Environmental, Las Vegas, NV
- FHWA – Traffic Noise Model 2.5 (2011), Bowlby & Associates, Inc., Brentwood, TN
- Noise Control for Buildings, Manufacturing Plants, Equipment and Products (2008), Hoover & Keith, Houston, TX
- Principles of Acoustics and the Measurement of Sound (2005), Brüel & Kjaer, Los Angeles, CA
- Principles of Vibration Measurement and Analysis (2005), Brüel & Kjaer, Los Angeles, CA

AFFILIATIONS

- Association of Environmental Professionals, SF Bay VP of Events (East Bay)
- Institute of Noise Control Engineering (INCE-USA)

Team member since 2018

PLACEWORKS

JOSHUA CARMAN
Senior Associate
jcarman@placeworks.com

Silverdale WA
» Route 101/De La Cruz Boulevard/Trimble Road Reconstruction Project Noise Study Report, Santa Clara County CA
» San Francisco Public Utilities Commission Regional Groundwater Storage and Recovery Project Noise and Air Quality/GHG Assessments, Bay Area CA
» BART Rock Blanket Vibration Monitoring, Bay Area CA
» NYCTA No. 7 Line Ambient Vibration Monitoring, New York NY
» Smith Performing Arts Center Vibration Measurements, Las Vegas NV
» Conoco Phillips Refinery Noise Testing, Rodeo CA
» Orange County Municipal Waste District Gravity Sewer Ambient Vibration Measurements, Newport Beach CA
» New College Construction Vibration Monitoring, San Francisco CA
» SF Metropolitan Luxury Condos Floor-Ceiling Assembly Testing, San Francisco CA
» Freeport Water In-Take Facility Hydroacoustic Monitoring, Freeport CA
» Harry Tracy Water Treatment Plant Long-Term Improvements Noise Assessment, San Francisco Public Utilities Commission CA
» MTA Gold Line Eastside Extension Noise Measurements, Los Angeles CA
» VTA Silicon Valley Rapid Transit Extension Noise and Vibration Measurements, Bay Area CA
» Hyatt Hotel Sound Wall Recommendations, Monterey CA
» BART Earthquake Safety Program Construction Noise and Vibration Monitoring, San Francisco CA
» Fort Cady Road Quarry Noise Assessment, San Bernardino County CA
» Fourth Street Bridge Rehabilitation Hydroacoustic Monitoring, San Francisco CA
» East Bay Municipal Utility District Claremont Tunnel Long-Term Construction Noise Monitoring, Oakland CA
» Third Street Light Rail Transit Construction Vibration Monitoring, San Francisco CA
» California High Speed Rail Program EIR, Noise and Vibration, California High Speed Rail Authority CA
» Hollister Hills State Vehicular Recreation Area Noise Monitoring, San Benito County CA



TAMMY L. SEALE

Principal

Tammy L. Seale directs PlaceWorks' Climate Action and Resiliency Practice. She is a leader in the field of local climate action and resiliency planning, with over 25 years of local environmental and land use planning experience. She collaborates with communities to holistically address sustainability, climate change, and resiliency in local environmental and land use plans and implementation programs, including comprehensive plans, climate action plans, hazard mitigation plans, and zoning codes. She leads planning processes that are informed by robust technical analysis, such as climate change vulnerability assessments and GHG emissions inventories. She also leads inclusive, meaningful engagement with agencies and community stakeholders to develop effective and locally appropriate climate mitigation and adaptation strategies.

Tammy is a frequent presenter and workshop participant at conferences and special lectures. She pursues research, publication, and curriculum development that provide best practices and guidance to climate action planners. She is also a member of the AEP Climate Change Committee and has contributed to committee white papers. Her most recent book, co-authored with Michael Boswell and Adrienne Greve, is *Climate Action Planning: A Guide to Creating Low-Carbon, Resilient Communities* (2019), a guidebook that provides resources, best practices, and tools to address climate change mitigation and adaptation in the local planning process.

HIGHLIGHTS OF EXPERIENCE

» California Adaptation Planning Guide Update, State of California
» Climate Adaptation Strategy, East Bay Regional Park District
» Contra Costa County General Plan, Vulnerability Assessment, and Climate Action Plan Update, Contra Costa County CA
» East Bay Energy Watch Regional GHG Inventory, Alameda and Contra Costa Counties CA
» Mendocino County LHMP & General Plan Safety Element, Mendocino County CA
» Placer County Sustainability Plan, Placer County CA
» Resilient IE: Regional Adaptation Toolkit, Western Riverside and San Bernardino Counties CA
» Resilient Mammoth Lakes: Climate Adaptation Strategy and Safety Element Update, Mammoth Lakes CA
» Resilient Richmond Roadmap, Richmond CA
» San Carlos Climate Mitigation and Adaptation Plan, San Carlos CA
» San Leandro Climate Action Plan Update, San Leandro CA
» San Mateo Climate Action Plan 2020, San Mateo CA
» Santa Barbara County Climate Change Vulnerability Assessment, Santa Barbara County CA
» Walnut Creek Environmental Sustainability and Climate Action Plan, Walnut Creek CA

EDUCATION

» MSP, Urban and Regional Planning, Florida State University, Tallahassee
» BA, Environmental Conservation, University of Colorado, Boulder

AFFILIATIONS

» American Planning Association
» American Society of Adaptation Professionals
» Association of Environmental Professionals
» AEP Climate Change Committee
» Urban GHG Inventory Specialist, City Climate Planner Certificate Program (World Bank Group, 2017)

Team member since 2017

PLACEWORKS

TAMMY L. SEALE
Principal
tseale@placeworks.com

PRIOR EXPERIENCE

CLIMATE ACTION AND ADAPTATION PLANS

- Benicia
- Butte County
- Calimesa
- Contra Costa County
- Elk Grove
- Laguna Woods
- Lancaster
- Los Altos
- Merced
- Milpitas
- Novato
- Palmdale
- San Carlos
- San Luis Obispo
- San Mateo
- Santa Barbara
- Santa Clara
- Seal Beach
- Sunnyvale
- Tulare
- Walnut Creek

OTHER CLIMATE ACTION AND RESILIENCY PROJECTS

- Huntington Beach Qualified GHG Reduction Strategy and Coastal Resiliency Plan, Huntington Beach CA
- Inyo County Multi-Jurisdictional Hazard Mitigation Plan, Inyo County CA
- Plan Morro Bay, Morro Bay, CA
- Renewable Energy Streamlining Program, San Luis Obispo County CA
- San Bernardino County Renewable Energy and Conservation Element, San Bernardino CA
- San Gabriel Valley COG Energy Efficiency and Climate Action Plan (included Energy Action Plans for 27 cities), San Gabriel Valley CA
- San Luis County Obispo EnergyWise Plan, San Luis Obispo County CA
- Santa Barbara County Energy and Climate Action Plan, Santa Barbara County CA
- Western Riverside COG Subregional Climate Action Plan Implementation and Adaptation Plan, Riverside CA

PUBLICATIONS

- Boswell, Michael R., Adrienne I. Greve, and Tammy L. Seale, *Climate Action Planning: A Guide to Creating Low Carbon, Resilient Communities* (Washington, DC: Island Press, 2019).
- Tammy L. Seale, contributing author. *Guiding Principles for City Climate Action Planning*. United Nations Human Settlements Programme (UN-HABITAT), 2015.
- Boswell, Michael R., Adrienne I. Greve, and Tammy L. Seale. *Local Climate Action Planning*. Washington, DC: Island Press, 2012.

AWARDS

- 2020 Innovation in Green Community Planning Award, California APA, Inland Empire Section | Resilient IE
- 2020 Innovation in Green Community Planning Award of Merit, California APA, Sacramento Valley Section | Placer Count Sustainability Plan
- 2018 Best Practices Award of Merit, California APA, Sacramento Valley Section | Butte County Utility-Scale Solar Guide
- 2018 Environmental Resource Document Award of Merit, California AEP | Butte County Utility-Scale Solar Guide

SPEAKING ENGAGEMENTS & TEACHING

- "California's Adaptation Planning Guide: Navigating the Path to Community Resilience" (Parts 1 & 2), 2020 AEP Virtual Conference (Moderator/Panelist)
- "Climate Action Plans: Are They Making a Difference or Just Satisfying Regulations?", 2019 APA California Conference, Santa Barbara (Speaker/Panelist)
- Climate Action Planning, Security & Sustainability Forum Webinar, August 2019 (Speaker/Panelist)
- "Implementing Integrated Local Climate Action Planning", 2017 UCLA Lake Arrowhead Symposium



JOANNA JANSEN, AICP, LEED AP

Principal

Joanna oversees PlaceWorks' comprehensive planning practice in Northern California. She is committed to intensive hands-on involvement in all aspects of the projects she directs, from policy creation to meeting agendas to environmental review. Joanna has a particular expertise in skillfully managing integrated comprehensive plans and EIRs to ensure a streamlined flow of work and avoid surprises during the CEQA process.

Joanna has significant experience in the organization and facilitation of public involvement programs, both as stand-alone outreach efforts and as part of larger planning projects. She believes that meaningful community engagement from the earliest stages of a project enhances the ultimate outcome and establishes invaluable public support for its implementation. Joanna regularly facilitates public involvement at all scales, from community workshops with hundreds of participants to citizen committees and focus groups. She is skilled at designing and running meetings that result in focused, relevant input and at translating this input into effective policies.

HIGHLIGHTS OF EXPERIENCE

COMPREHENSIVE PLANNING

» Palo Alto Comprehensive Plan Amendment and EIR, Palo Alto CA
» San Mateo General Plan Update, San Mateo CA
» Contra Costa County General Plan Update and EIR, Contra Costa County CA
» Morgan Hill 2035, Morgan Hill CA
» Los Banos General Plan Update 2040, Los Banos CA
» Vacaville General Plan Update and EIR, Vacaville CA
» San Leandro General Plan Update, Housing Element, and EIR, San Leandro CA
» Los Gatos General Plan Update, Housing Element, and EIR, Los Gatos CA
» Corcoran General Plan Update, Corcoran CA
» Tulare TOD Plan and General Plan Amendment, Tulare CA
» Butte County General Plan Update and EIR, Butte County CA
» Oroville General Plan and Development Code Update and EIR, Oroville CA
» Yolo County General Plan Update, Yolo County CA
» Newman General Plan Update and EIR, Newman CA
» Napa County Housing Element Update, Napa CA
» Seaside Housing Element Update, Seaside CA
» Livermore General Plan, Livermore CA
» Napa County Housing Element Update and EIR, Napa County CA

PUBLIC PARTICIPATION

» SamTrans 101 Express Bus Plan, San Mateo CA
» C/CAG PDA Parking Policy Technical Assistance Program, San Mateo CA
» Emeryville Parking Pricing Program, Emeryville CA
» Downtown Livermore Facilitation Services, Livermore CA
» Portola Valley Outreach and Engagement Tools, Portola Valley CA
» Albany and San Leandro Parking Management Plans, Alameda County CA
» Vehicle Registration Fee Expenditure Plan and Public Outreach, Alameda County CA

EDUCATION

» BA, History, University of Arkansas, Fayetteville, AR

CERTIFICATIONS

» American Institute of Certified Planners
» Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

» American Planning Association

Team member since 1999

PLACEWORKS



JOANNA JANSEN
Principal
jjansen@placeworks.com

» Vehicle Registration Fee Public Outreach, Contra Costa County CA
» Northeast Livermore Public Facilities and Programs Planning, Livermore CA
» City/County Association of Governments of San Mateo County PLACE3S Modeling, San Mateo County CA
» Bay Area Regional Smart Growth Strategy, San Francisco Bay Area CA
» Measure J Outreach, Facilitation, and Strategic Planning, Contra Costa CA
» La Honda Creek Open Space Preserve Master Plan, La Honda CA
» Livermore Vision Project, Livermore CA

SUSTAINABILITY

» Butte County Solar Guide, Butte County CA
» Los Gatos Sustainability Plan, Los Gatos CA
» Los Gatos Bicycle and Pedestrian Master Plan, Los Gatos CA
» Vacaville Energy and Conservation Action Strategy, Vacaville CA
» Newman Non-Motorized Transportation Plan, Newman CA
» Avenal General Plan and Sustainability Implementation Programs, Avenal CA

ENVIRONMENTAL REVIEW

» Pigeon Point State Park General Plan IS/MND, Pescadero CA
» Concord Hills Regional Park Land Use Plan and EIR, Concord CA
» Brighton Landing EIR, Vacaville CA
» Downtown Vallejo Specific Plan and Virginia Street Mixed-Use Project EIR, Vallejo CA
» Crocker Art Museum Expansion EIR, Sacramento CA
» Siena Hill EIR, Oakland CA
» Mission Square EIR, Sonoma CA
» Codornices Creek Initial Study, Albany CA
» Marbella Subdivision Focused EIR, South San Francisco CA
» Seismic Replacement Building #1 EIR, University of California Berkeley
» Corte Madera Housing Element EIR, Corte Madera CA
» Ames Research Center EIS, Mountain View CA
» Oyster Point Boulevard Initial Study, South San Francisco CA

SPEAKING ENGAGEMENTS

» "The Envelope, Please! Determining Appropriate Buildout," 2017 AEP California Conference, San Francisco, CA
» "Net Zero Trips: Fact or Fiction," 2016 APA California Conference, Pasadena, CA
» "Planning for Utility-Scale Solar Facilities," 2016 APA California Conference, Pasadena, CA
» "Meaningful Input in 10 Minutes or Less," 2014 APA California Conference, Anaheim, CA
» "Plan Implementation Tools," UC Davis Extension, Land Use and Environmental Planning Certificate Program, 2010
» "Using Steering Committees Effectively," 2008 APA California Conference, Burbank CA

AWARDS

» 2018 Hard-Won Victory Award of Merit, APA CA Northern Section, Palo Alto Comprehensive Plan Update
» 2017 AEP Merit Award, Butte County Utility-Scale Solar Guide
» 2016 Planning Award for Hard-Won Victories, APA California Chapter, Vacaville General Plan Update
» 2011 Outstanding Comprehensive Planning for a Small Jurisdiction, APACA Sacramento Valley Section, Butte County General Plan Update and EIR
» 2003 Comprehensive Planning Award for a Small Jurisdiction, APA CA Northern California Section, Livermore Vision Project and General Plan
» 2003 NASA Group Achievement Award, Ames Research Center EIS



ELI KRISPI
Senior Associate

Eli Krispi works on planning projects to reduce environmental impacts and increase resiliency to a changing climate. As a planning and sustainability professional, he draws on experience implementing sustainable policies, a science-based education focused on the nexus of the built environment and the natural world, and a data-driven analytical approach to problem solving. Eli's work includes energy and climate action plans, climate adaptation and hazard plans, general and specific plans, and renewable energy strategies. His current projects include the Contra Costa County General Plan and Climate Action Plan, the San Carlos Climate Mitigation and Adaptation Plan, and the California Adaptation Planning Guide, among many others.

HIGHLIGHTS OF EXPERIENCE

CLIMATE ACTION PLANNING AND IMPLEMENTATION

» Butte County Climate Action Plan, Butte County, CA
» Contra Costa County Climate Action Plan, Contra Costa County, CA
» East Bay Regional GHG Inventory, East Bay Energy Watch
» Lancaster Climate Action Plan, Lancaster, CA
» Merced Programmatic Climate Action Plan, Merced, CA
» Mono County Resource Efficiency Plan, Mono County, CA
» Placer County Sustainability Plan, Placer County, CA
» San Bernardino County Renewable Energy Element, San Bernardino County, CA
» San Carlos Climate Mitigation and Adaptation Plan, San Carlos, CA
» San Gabriel Valley Council of Governments Energy Action Plans, San Gabriel Valley, CA
» San Leandro GHG Strategy, San Leandro, CA
» San Luis Obispo County Renewable Energy Streamlining Program, San Luis Obispo County, CA
» San Mateo Climate Action Plan, San Mateo, CA
» Seal Beach Climate Action Plan, Seal Beach, CA
» Sunnyvale Climate Action Plan Implementation Monitoring, Sunnyvale, CA
» Walnut Creek Climate Action Plan Implementation Monitoring and Assessment Reports, Walnut Creek, CA
» Walnut Creek Sustainability Action Plan, Walnut Creek, CA

CLIMATE ADAPTATION/RESILIENCY AND HAZARD MITIGATION PLANNING

» California Adaptation Planning Guide, California Office of Emergency Services
» Colton Local Hazard Mitigation Plan, Colton, CA
» East Bay Regional Park District Climate Adaptation Strategy, East Bay Regional Park District
» Local Government Hazard Resiliency Toolkit for FEMA Region IV, FEMA
» Achieving Element S4, Technical Guidance for FEMA Region VIII, FEMA
» Huntington Beach Local Hazard Mitigation Plan, Huntington Beach, CA
» Inyo County Multijurisdictional Hazard Mitigation Plan, Inyo County, CA
» Laguna Beach Local Hazard Mitigation Plan, Laguna Beach, CA
» Laguna Woods Climate Adaptation Plan, Laguna Woods, CA
» Resilient Mammoth Lakes, Mammoth Lakes, CA
» Redondo Beach Climate Vulnerability Assessment, Redondo Beach, CA
» Santa Clara Valley Water District Local Hazard Mitigation Plan, Santa Clara County, CA
» Santa Rosa Local Hazard Mitigation Plan, Santa Rosa, CA

EDUCATION

» Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo
» Bachelor of Arts, Geography, Environmental Studies, University of California, Santa Barbara

CERTIFICATIONS

» Certified City Climate Planner, Greenhouse Gas Emissions Inventory Specialist
» Certified FEMA Plan Reviewer for Local Mitigation Plans (IS-00328)

AFFILIATIONS

» American Planning Association
» SPUR (San Francisco Planning and Research Association)

Team member since 2017

PLACEWORKS

ELI KRISPI
Senior Associate
ekrispi@placeworks.com

- Seal Beach Emergency Operations Plan, Seal Beach, CA
- South Gate Local Hazard Mitigation Plan and Safety Element, South Gate, CA
- Torrance Local Hazard Mitigation Plan, Torrance, CA
- Western Riverside Council of Governments Adaptation and Resiliency Strategy, Western Riverside Council of Governments
- Western Riverside County and San Bernardino County Regional Climate Adaptation Toolkit for Transportation Infrastructure, Western Riverside Council of Governments and San Bernardino County Transportation Authority
- Town of Windsor Local Hazard Mitigation Plan, Windsor, CA

GENERAL/COMPREHENSIVE PLANNING

- Contra Costa County General Plan Update, Contra Costa County, CA
- City of Elk Grove General Plan, Elk Grove, CA
- City of Huntington Beach General Plan, Huntington Beach, CA
- Plan Morro Bay, Morro Bay, CA
- San Bernardino County Community Planning Continuum, San Bernardino County, CA
- Santa Rosa General Plan, Santa Rosa, CA
- Strive San Mateo, San Mateo, CA

SPEAKING ENGAGEMENTS

- Playing Blackjack Against Climate Change: Improving Your Community's Odds with Natural Hazards Without Going Bust, California Chapter of the American Planning Association Conference, October 2018
- Sum of Our Parts: Reducing Social Vulnerability and Improving Adaptive Capacity in Disadvantaged Communities, California Chapter of the American Planning Association Conference, October 2018
- Understanding and Reporting Natural Resource Use of Buildings, California Higher Education Sustainability Conference, June 2011
- Implementing Sustainability in the University and Business Communities, This Way To Sustainability, November 2010
- Waste Management Measuring and Reporting, California Higher Education Sustainability Conference, July 2010
- Student-Led Office and Building Greening Programs, California Higher Education Sustainability Conference, June 2009
- Waste Audit Workshop, California Higher Education Sustainability Conference, June 2009
- Reaching Zero Waste, California Higher Education Sustainability Conference, June 2008

PUBLICATIONS

- Contributing Author, Climate Action Planning: A Guide to Creating Low-Carbon, Resilient Communities. Island Press, 2019
- Contributing Author, "Production, Consumption, and Lifecycle Greenhouse Gas Inventories: Implications for CEQA and Climate Action Plans". Association of Environmental Professionals, 2017



TORINA WILSON
Associate

Torina is a key team member on several PlaceWorks teams, focusing on comprehensive, environmental, and climate action and resiliency projects. She has served as Assistant Project Manager for a public outreach project in the City of Sunnyvale, as well as an Assistant Project Manager for the San Rafael General Plan and Downtown Precise Plan Environmental Impact Report. Torina is also a new member of PlaceWorks' climate action and Resiliency Team and has been trained as critical PlaceWorks staff in the preparation of GHG Inventories which inform the preparation of Climate Action Plans. Additionally, she plays a key role in coordinating staff from both PlaceWorks and from subconsultant teams on various projects. She regularly prepares non-technical sections of EIRs while coordinating our technical staff and ensuring internal consistency. Torina is a skilled public speaker and facilitator in many settings, from facilitating workshop small groups, to presenting to Planning Commissions and City Councils. Torina hopes to continue working in several fields of planning to foster a comprehensive understanding of city planning to be an effective advocate for change in the Bay Area and Beyond.

HIGHLIGHTS OF EXPERIENCE

» San Carlos Climate Mitigation and Adaptation Plan, San Carlos CA
» Walnut Creek Environmental Sustainability and Climate Action Plan, Walnut Creek CA
» Hollister General Plan Update, Hollister CA
» San Mateo General Plan Update, San Mateo CA
» San Rafael General Plan and Downtown Precise Plan EIR, San Rafael CA
» Council Election System Community Engagement Services, Sunnyvale CA
» County of Tuolumne Zoning Code Update, Tuolumne County CA
» Broadway Plaza Mixed-Use Development EIR, Redwood City CA
» 499 E. Hamilton Avenue In-N-Out Burger EIR, Campbell CA
» 1700 Dell Avenue Office Development EIR, Campbell CA
» Contra Costa Transportation Authority Ongoing Planning Services, Contra Costa County CA
» West Contra Costa Express Bus Implementation Plan, Contra Costa County CA

PRIOR EXPERIENCE

TRANSPORTATION AUTHORITY OF MARIN | PLANNING INTERN | JUN 2014 - SEPT 2014

Created "Crossing Guard of the Year" progra. Managed public outreach for the City of Novato Community Based Transportation Plan.

CITY OF ATASCADERO | STUDENT INTERN | JAN 2017 - JUNE 2018

Authored three Initial Study Mitigated Negative Declaration. Authored two Precise Plans for single-family home development projects. Performed plan check review.

EDUCATION

» BS, City and Regional Planning California Polytechnic StateUniversity, San Luis Obispo

AFFILIATIONS

» American Planning Association
» Association of Environmental Professionals

Team member since 2018

PLACEWORKS

SPEAKING ENGAGEMENTS

» 2018 Interdisciplinary Symposium, San Luis Obispo, CA | Student Panelist

LEADERSHIP & COMMUNITY

» Student Representative, City of San Luis Obsipo Mass Transportation Committee, 2017- 2018
» Graphic Design Volunteer, SLO-4-PUPS, 2017- 2018
» Student Ambassador, Cal Poly College of Architecture and Environmental Design, 2016- 2018
» President, Associated Students in Planning, 2016 - 2017

TORINA WILSON
Associate
twilson@placeworks.com



LINDSEY KLEIN

Associate

In support of both the PlaceWorks Planning and Housing Teams, Lindsey works on a wide variety of public- and private-sector projects. She started her career in the Planning Department at the City of Arroyo Grande before working for Michael Baker International where she helped produce Housing Element Updates, Housing Needs Assessments, General Plan Updates, and a Lateral Access Memorandum for the City of Morro Bay analyzing the city's local coastal access. She enjoys working on a variety of comprehensive planning and housing-related projects ranging from General Plan and Housing Element Updates to community outreach facilitation. She also has technical software experience using ArcMap, Sketch-Up, and Adobe Photoshop, Illustrator, and InDesign. At PlaceWorks, Lindsey is currently working on the Concord Base Specific Plan, the Lassen County Housing Element Update, the Contra Costa General Plan Update, and the Sunnyvale Council Election Outreach Plan.

EDUCATION

» Bachelor of Science, City & Regional Planning; Economics minor, Cal Poly San Luis Obispo, 2018

AFFILIATIONS

» American Planning Association

Team member since 2018

HIGHLIGHTS OF EXPERIENCE

» Hollister General Plan Update and EIR, Hollister CA
» McCabe Hall Supplemental EIR, San Jose CA
» Thornton Middle School Conversion EIR, Fremont CA
» Contra Costa County General Plan Update, Climate Action Plan, Zoning Support, and Environmental Impact Report, Contra Costa County CA
» San Mateo General Plan Update, San Mateo CA
» Concord Naval Weapons Station, Concord CA
» Candlestick Point Design for Development Amendment, San Francisco CA
» Pismo Beach Low-Cost Visitor-Serving Accommodation Study, Pismo Beach CA
» Pismo Beach Housing Element, Pismo Beach CA
» Council Election System Community Engagement Services, Sunnyvale CA
» Calaveras County Housing Element, Calaveras County CA
» WCCTAC Express Bus Implementation Plan, Contra Costa County CA
» Lassen County Housing Element, Lassen County CA
» Climate Adaptation & Resiliency Strategies and Housing & Safety Element Updates, Mammoth Lakes CA
» Black Mountain Townhome Development EIR, San Carlos CA

PRIOR EXPERIENCE

» 2018 Plan Morro Bay General Plan for the City of Morro Bay CA
» 2018 Lateral Access Technical Memorandum for the City of Morro CA
» 2014-2021 Riverside Housing Element Update for City of Riverside CA
» 2017 Mid-Cycle Housing Element Update for Riverside County CA
» 2018 Comprehensive Housing Study for the City of Page AZ
» 2014-2019 Fortuna Housing Element Update for the City of Fortuna CA
» Rohnert Park Affordable Housing Agreements (AGA) and Inventory for the City of Rohnert Park CA

AWARDS

» 2018/Cal Poly City Planning Department/Professional Leadership Award

LINDSEY KLEIN
Associate
lklein@placeworks.com



RICARDO POZOS
Planner

Ricardo brings a strong background in community planning, GIS, demographic data analysis, facilitation, and stakeholder engagement to the PlaceWorks team. Ricardo started his career as a Policy Intern at San Francisco City Hall, office of Hillary Ronon District 9, where he helped resolve constituent inquiries pertaining to zoning and city code regulations, peer-reviewed legislation, wrote resolutions in English and Spanish, and facilitated community meetings with constituents in English and Spanish. He also has experience using ArcGIS and SPSS analytics software. Since joining PlaceWorks, he has worked on a variety of public-sector projects involving community planning, outreach, and CEQA. Currently, Ricardo is serving as key staff on the Contra Costa County General Plan Update and EIR and the Hollister General Plan Spanish Community Outreach Strategy.

HIGHLIGHTS OF EXPERIENCE

» Santa Rosa General Plan Update and EIR, Santa Rosa CA
» Contra Costa County General Plan Update, Climate Action Plan, Zoning Support, and Environmental Impact Report, Contra Costa County CA
» Hollister General Plan Update, Hollister CA
» Los Banos General Plan Update 2040, Los Banos CA
» San Leandro General Plan Update and EIR, San Leandro CA
» Community Based Transportation Plans for the Contra Costa Transportation Authority, Contra Costa County CA
» SB 2 Grant Application Assistance, Statewide CA
» Disadvantaged Community Involvement Program for California State University at San Bernardino, San Bernardino CA
» Ceres Active Transportation Plan, Ceres CA
» State Route 152 and Pioneer Road Specific Plans, Los Banos CA
» Marin County US 101 Bus on Shoulder Feasibility Study, Marin County CA
» Emeryville Affordable Housing Study, Emeryville CA
» Yuba County Housing Element, Safety Element, and Development Code Update, Yuba County CA
» Cambrian School District General Plan Amendment CEQA Analysis, San Jose CA

PRIOR EXPERIENCE

SAN FRANCISCO PUBLIC UTILITIES COMMISSION | CONSULTANT (SENIOR PROJECT)

Conducted research to help kickstart SFPUC's biosolid implementation program. Led a team of three to study six potential opportunity sites in San Francisco. Cross referenced data with GIS maps to produce potential carbon sequestration rates for each parcel. Developed a cost-benefit analysis of each parcel to inform project initiatives. Collected data to be used by SFPUC to seek funding.

NICK JOSEFOWITZ CAMPAIN | CAMPAIGN INTERN

Guided volunteers to engage voters and write letters to their networks in the district. Updated volunteer database with most recent networking events and fundraisers.

EDUCATION

» BA, Urban Studies and Planning, San Francisco State University, CA

Team member since 2019

PLACEWORKS

Used NGP VAN software to update and maintain accurate voter data. Proactively used voter data to create faster and efficient canvassing routes for volunteers.

SAN FRANCISCO CITY HALL | POLICY INTERN

Resolved constituent inquiries pertaining to zoning and city code regulations. Peer-reviewed legislation and wrote resolutions in English/Spanish to honor local residents and community achievements. Researched main topics for statistical sections of legislative proposals. Helped coordinate town halls related to ongoing projects in District 9. Responsible for updating all budget files dealing with non-profit funding.



RICARDO POZOS
Planner
rpozos@placeworks.com



ROBERT MAZUR

GIS Manager, Northern California

Rob has extensive experience creating maps and datasets for a range of planning projects. He specializes in all facets of geodatabase development, data management, web GIS, and spatial and tabular analyses for improved decision-making, information retrieval, and cartography. His experience in a wide variety of planning projects, coupled with his expertise in GIS and field data collection, make him a key asset to any team. Rob excels at quantitative and spatial analysis, including buildout calculations, walkability, community health modeling, cartography, and land use scenario modeling. He works directly with clients and staff to develop effective, efficient, and informative GIS processes.

HIGHLIGHTS OF EXPERIENCE

» Los Angeles County SD5 Trails, Los Angeles CA
» Los Angeles County Sustainable Parks Master Plan, Los Angeles CA
» Los Angeles Comprehensive Countywide Park Needs Assessment, Los Angeles CA
» Vallejo Integrated Revitalization Program and Comprehensive General Plan Update, Vallejo CA
» First 5 CA, Montclair WeCare, Montclair CA
» San Carlos GIS, San Carlos CA
» Morgan Hill 2035 General Plan, Morgan Hill CA
» Menlo Park Housing Element EA, Menlo Park CA
» Upland General Plan Update and EIR, Upland CA
» Vacaville General Plan Update, Climate Action Plan, and EIR, Vacaville CA
» Butte County General Plan Update and EIR, Butte County CA
» Healthy High Desert, San Bernardino CA
» Santa Cruz TOD, Santa Cruz CA
» Walnut Creek BART Transit Village Plan EIR, Walnut Creek CA

PRIOR EXPERIENCE

» FEMA Digital Flood Insurance Rate Map Production, FEMA Region IX
» Sidewalk Inventory Project, Oakland CA
» Sidewalk Inventory Project Seminar, Oakland CA
» Worldwide Defense Mapping for the National Imagery Mapping Association
» Curb Ramp Inventory, Oakland CA
» True Green Land Care, San Jose CA

SPEAKING ENGAGEMENTS

» "Los Angeles County Trails Assessment", 2015 Greater and Greener Conference, San Francisco CA
» "Oakland Citywide Sidewalk Condition/ADA Inventory", 2006 ESRI International User Conference, San Diego CA

EDUCATION

» BA, Geography, Edinboro University, Edinboro, PA

CERTIFICATIONS

» GIS Professional

AFFILIATIONS

» Bay Area Automated Mapping Association

Team member since 2011

PLACEWORKS



ROBERT MAZUR
GIS Manager
rmazur@placeworks.com

bae urban economics

Aaron Nousaine
Associate Principal



Education
Master of City and Regional Planning, UNC Chapel Hill

Bachelor of Arts, Social and Behavioral Science, CSU Monterey Bay

Role for Proposed Scope of Services
Project Manager

Professional Experience
Aaron has 15 years of experience in the field of affordable housing, economic development, revitalization/redevelopment, and planning. As Associate Principal, Aaron plays a key role in the day-to-day management of BAE's broad portfolio of consulting assignments. He will serve as project manager for BAE's work on the Soledad General Plan Update.

Aaron has provided economic analysis and development expertise in support of numerous General Plan Updates, including diverse locations such as Chico, Eureka, Los Banos, Stockton, Woodland, and Yolo County. He is currently managing BAE's economic analysis for General Plan Updates in Sacramento and Truckee, and he is also managing BAE's work on the Downtown Vacaville Specific Plan.

In addition to the General Plan and related experience cited above, Aaron also has experience providing services within a variety of other topic areas including affordable housing, economic development, and fiscal and economic impacts analysis. For example, Aaron was the project manager for BAE's work on the Placer County Affordable Housing Strategy and Development Plan, and updates to the inclusionary housing policies in Windsor, California; Bloomington, Minnesota; and Palm Beach County, Florida. Also, in follow up to Aaron's work on the Eureka General Plan Update, he prepared a business readiness and incubator demand assessment, in addition to drafting the City's Economic Development Element and associated Strategic Plan. Aaron is also currently worked with the Department of General Services to implement the State Excess Sites Program.

Prior to rejoining BAE, Aaron worked briefly with the Association of Monterey Bay Area Governments to prepare their long-term growth projections and with the California Energy Commission conducting fiscal and economic impact analysis for proposed power plant siting cases. Aaron holds an MCRP from UNC Chapel Hill and a BA from CSUMB.

General Plan Update
City of Stockton, CA
Market Analysis
Land Absorption Projections
Economic Development
Fiscal Impact Analysis

General Plan Update
City of Sacramento, CA
Real Estate Market Analysis
Land Use Demand Projections
Economic Development
Climate Action Plan Funding

Central City Specific Plan
City of Sacramento, CA
Market Analysis
Financial Feasibility Analysis
Development Cost Comparison

General Plan Update
City of Los Banos, CA
Real Estate Market Analysis
Logistics Market Assessment
Financial Feasibility Analysis
Fiscal Impacts Analysis

Land Absorption Study
City of Chico, CA
Socioeconomic Assessment
Real Estate Market Analysis
Land Absorption Projections
Land Supply Assessment

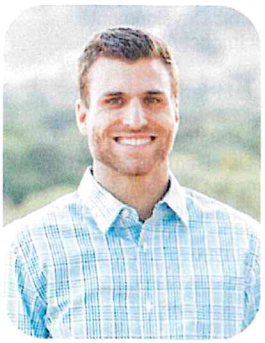
Downtown Specific Plan
City of Modesto, CA
Charrette Facilitation
Financial Feasibility Analysis
Revitalization Strategy

Economic Development Strategic Plan and Business Ready Study
City of Eureka, CA
Ad Hoc Committee Facilitation
Economic SWOT Analysis
Strategic Plan Preparation
Business Life Cycle Analysis
Business Incubator Plan

Consolidated Plan and Analysis of Impediments
City of Stockton, CA
Market Analysis
ED Policy Update
Fair Housing Assessment
Housing Policy Update
Action Plan Preparation

bae urban economics

Matt Fairris
Senior Associate



Education
Master of City Planning
University of California, Berkeley

Bachelor of Science, Environmental Policy Analysis and Planning, UC Davis

Role for Proposed Scope of Services
Project research and analytical support

Professional Experience
Matt Fairris is a Senior Associate in BAE's Sacramento Region office, where he provides research and analytical support for BAE's consulting assignments. He specializes in market and financial feasibility analyses, as well as fiscal impact modeling.

His recent experience includes a value-capture analysis for the Diridon Station Area Plan and an alternatives analysis for the proposed Gilroy High-Speed Rail Station. He has also conducted demographic and market analysis for the Sacramento Downtown Specific Plan, General Plan updates in various California communities including Sacramento and Stockton, workforce housing needs assessments for San Mateo County and the Truckee-North Tahoe region, a commercial land use inventory for El Dorado County, and an alternatives analysis for reuse of the Sacramento-Placerville Transportation Corridor, as well as a series of annual citywide apartment vacancy and rental rate surveys conducted on behalf of UC Davis. Matt also contributed to the analysis of two proposed Innovation Parks in the City of Davis, and a business incubator feasibility study for the City of Eureka. He also conducts demographic and economic analysis in the preparation of community investment profiles for major metropolitan areas throughout California on behalf of a major bank.

Matt holds an MCP from UC Berkeley. Prior to joining BAE, Matt earned his BS in Environmental Policy Analysis and Planning from UC Davis. As a student he provided research assistance for the UC Davis Institute of Transportation Studies, where he helped conduct the 2013 UC Davis Campus Travel Survey and assisted with a statewide transportation demand survey. Following graduation, Matt also interned with the Yolo County Transportation District, where he helped plan for additional transit service within the City of Davis and assisted in the development of the Yolo County Short Range Transit Plan.

General Plan Update
City of Stockton, CA
Market Analysis
Financial Feasibility Analysis
Fiscal Impacts
Downtown Element

General Plan Update
City of Sacramento, CA
Real Estate Market Analysis
Land Use Demand Projections
Economic Development
Climate Action Plan Funding

Diridon Station Financial Feasibility
City of San Jose, CA
Market Analysis
Value-Capture Modeling

High-Speed Rail Station Plan
City of Gilroy, CA
Market Analysis
Station Alternative Analysis
Economic Impact Analysis

Central City Specific Plan
City of Sacramento, CA
Market Analysis
Financial Feasibility Analysis
Development Cost Comparison

Route 1 South Economic Analysis
City of Alexandria, VA
Financial Feasibility Analysis
Market Opportunity Evaluation

M1 Hotel Analysis
City of New York, NY
Market Analysis
Demand Forecasts
Economic Impact Analysis

Davis Innovation Centers
City of Davis, CA
Market Analysis
Absorption Estimation
Qualitative Interviews

Downtown Infill Office Development Advisory
City of Sacramento, CA
Market Analysis

Priority Area 1 Specific Plan
City of Brentwood, CA
Market Analysis
Demand Projections
Fiscal Impact Analysis



Tad Stearn

Tad has more than 30 years of professional experience in municipal planning, environmental review, policy planning, and organizational management, including preparation of multiple CEQA documents for projects in the Salinas Valley. His hands-on project experience includes the preparation of over 100 CEQA and NEPA compliance documents, review and processing of current planning applications, advanced planning projects (general plans, general plan amendments, specific plans, LCPs, and area/community plans), and visual impact analyses. He has expertise in both rural and urban communities, with a unique background in annexations, farmland conversion, urban growth limits and local LAFCO procedures. Tad has prepared and managed the environmental review documents for dozens of residential subdivisions in urban infill, redevelopment, green field, and hillside environments. He is a writer, analyst, public speaker, and very familiar with the legal and political challenges associated with controversial projects.

Professional Credentials

- Bachelor of Arts, Environmental Studies, University of California, Santa Barbara
- Member, Association of Environmental Professionals, Monterey Bay Chapter
- Member, American Planning Association

Relevant Experience

- **City of Greenfield General Plan, Greenfield, CA** – Project Manager
- **City of Greenfield Planning Services, Greenfield, CA** – Contract Planning Manager
- **Chappelle Road Annexation EIR, Hollister, CA** – Project Manager
- **Unified Cannabis Cultivation Park Initial Studies, Hollister, CA** – Project Manager
- **SURF! Busway and BRT EIR, Monterey-Salinas Transit** – EIR Project Manager
- **South End Annexation EIR, Greenfield, CA** – Project Manager
- **Ferrini Ranch Subdivision EIR, Monterey County, CA** – Project Manager
- **Vineyards at Deer Creek Specific Plan and EIR, Brentwood, CA** – Project Manager
- **American Tin Cannery Hotel and Commercial Project EIR, Pacific Grove, CA** – Project Manager
- **Rippling River Housing Rehabilitation Project, Monterey County, CA** – Project Manager
- **Harper Canyon Subdivision EIR, Monterey County, CA** – Project Manager
- **Bob Jones Pathway EIR, County of San Luis Obispo, CA** – Project Manager
- **Government Center East and West Wings EIR, County of Monterey, CA** – Project Manager
- **Church Street Subdivision IS/MND, Half Moon Bay, CA** – Project Manager
- **Visual Impact Studies and Development of Scenic Corridor Policies, Livermore, CA** – Project Manager
- **Pacific Grove Hotel Durell EIR, Pacific Grove, CA** – Project Manager
- **Masoni III Residential Subdivision, Gilroy, CA** – Project Manager
- **Madison Lane Roadway Improvements CEQA/NEPA Compliance, Monterey County, CA** – Project Manager



Frederik Venter, P.E.

Frederik has 28 years of experience as a transportation planner, civil engineer, and traffic engineer. He is currently registered as a Professional Civil Engineer in California and has been involved in several major transportation and traffic engineering studies throughout the United States. Frederik also has extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the cities and counties, as well as development impact studies. Frederik has also managed transportation planning survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and concept designs. He has performed strategic planning of roads-related infrastructure, while remaining cognizant of applicable Caltrans standards, fiscal and socioeconomic constraints, and community needs.

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria, South Africa
- Bachelor of Science, Transportation Engineering, University of Pretoria, South Africa
- Bachelor of Science, Civil Engineering, University of Pretoria, South Africa
- Professional Engineer in California #64621

Relevant Experience

- **Vehicle Miles Traveled (VMT) Assessment and Mitigation Strategies for General Plan Implementation, Monterey, CA** — Project Manager
- **Travel Demand Modeling and Vehicle Miles Traveled (VMT) Analysis for General Plan Update, CA** — Project Manager
- **Corridor Planning II Process Zoning Code and Map Update for the General Plan 2030 Update, Santa Cruz, CA** – Project Manager
- **100 Enterprise Way Hotel/Residential EIR, Scotts Valley, CA** — QC/QA Reviewer
- **San Andreas Rural Livable Mobility Plan, San Andreas, CA** – Project Manager
- **Sonora Downtown Revitalization Plan, Sonora, CA** – Project Manager
- **Pismo Beach Complete Streets Plan, Pismo Beach, CA** – Project Manager
- **Cordes Ranch Specific Plan Implementation, Tracy, CA** – Project Manager
- **Floriani Ranch Specific Plan, Entitlement, and Environmental Support, San Benito County, CA** – Project Manager
- **Rancho Calera Master Plan, Chowchilla, CA** – Project Manager
- **Nevada County Housing Element Rezone EIR, Grass Valley, CA** – Project Manager
- **Vallco Shopping District Specific Plan, Cupertino, CA** – Project Manager
- **Casa Buena Drive Townhomes CEQA, Corte Madera, CA** – Project Manager
- **Imjin Parkway Widening Project, Marina, CA** – Project Manager
- **Community Visioning Implementation and Design (Complete Streets Preliminary Concept), Sonora, CA** – Project Manager
- **San Rafael Corporate Center, San Rafael, CA** – Project Manager
- **Marina-Salinas Multi Modal Corridor Plan (Study), Monterey County, CA** – Project Manager



Mark Falgout, P.E., LEED AP, CPSWQ

Mark has more than 20 years of experience in civil engineering design and project management in single family and multifamily residential sites, master planned communities, retail, and mixed-use development in the San Francisco Bay Area. Mark also has public works project experience that includes plan check services and preparation of design, plans, specifications, and estimates for public roadway, water, sewer, and drainage infrastructure improvements. He is experienced in coordinating and gaining approvals from local cities, counties, state and federal agencies, and special districts.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Engineer in CA #63394
- Qualified Stormwater Developer/ Practitioner
- LEED Accredited Professional
- Certified Professional in Stormwater Quality

Relevant Experience

- **City of Gonzales Infrastructure/Master Plan, Gonzales, CA** – Project Manager
- **Castellina Infrastructure Master Plan and Tentative Map, Madera County, CA** – Project Manager
- **Los Gatos Meadows, Los Gatos, CA** – Project Manager
- **Terrace View, Castro Valley, CA** – Project Manager
- **City of Dublin Development Plan Check Services, Dublin, CA** – Project Manager
- **City of Hollister Development Plan Check Services, Hollister, CA** – Project Manager
- **San Benito River Park Trail, Hollister, CA** – Project Manager
- **Office Depot, Los Gatos, CA** – Project Manager
- **Cambrian Park Plaza, San Jose, CA** – Project Manager
- **Jackson View Tentative Map, San Francisco, CA** – Project Manager
- **Westport, Cupertino, CA** – Project Manager
- **Vallejo Waterfront, Vallejo, CA** – Project Manager
- **Hunters View, San Francisco, CA** – Project Manager
- **Tara Hills, San Pablo, CA** – Project Manager
- **Plaza at Gale Ranch, Contra Costa County, CA*** – Project Manager
- **Gale Ranch Neighborhood 6, San Ramon, CA*** – Project Manager
- **Delta Coves, Contra Costa County, CA*** – Project Manager
- **Riverview, San Jose, CA*** – Project Manager
- **Republic Square, Livermore, CA*** – Project Manager
- **Jordan Ranch, Dublin, CA*** – Project Manager

**Work completed prior to joining Kimley-Horn*



Ace Malisos

Ace provides expertise in Acoustics, Air Quality, and Climate Change technical studies. He has experience in research, preparation, and analysis consistent with CEQA for environmental planning projects involving residential, infrastructure, mixed use, institutional, and commercial uses. He is experienced in applying air quality analysis methodology per EPA, CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. He also provides a full range of noise impact analyses for public and private sector clients, in accordance with local, state, and federal impact assessment criteria.

Professional Credentials

- Master of Arts, Urban and Regional Planning, University of California at Irvine
- Bachelor of Arts, Environmental Studies, University of California at Santa Cruz

Relevant Experience

- **Capitola General Plan EIR, Capitola, CA*** – Air Quality/GHG/Noise
- **Watsonville General Plan EIR, Watsonville, CA*** – Air Quality/GHG/Noise
- **Fullerton Climate Action Plan (CAP), Fullerton, CA*** – Air Quality/GHG/Noise
- **Upland General Plan Update and EIR, Upland, CA*** – Air Quality/GHG/Noise
- **General Plan Update, EIR, and Climate Action Plan, Murrieta, CA*** – Air Quality/GHG/Noise
- **Los Gatos General Plan Update, Los Gatos CA*** – Air Quality/Noise
- **Buena Park General Plan and EIR, Buena Park, CA*** – Air Quality/GHG/Noise
- **Shasta Lake General Plan Update, Shasta Lake, CA*** – Air Quality/GHG/Noise
- **SCAG Imperial Building Blocks, Imperial, CA*** – Air Quality/GHG
- **South Gate General Plan Update EIR and Citywide GHG Inventory/Reduction Plan, South Gate, CA*** – Air Quality/GHG/Noise
- **Hawaiian Gardens General Plan Environmental Impact Report, Hawaiian Gardens, CA*** – Air Quality/Noise
- **Duarte General Plan Update, Duarte, CA*** – Air Quality/Noise
- **Vineyards at Deer Creek Specific Plan and EIR, Brentwood, CA** – Air Quality/GHG/Noise
- **Placer Retirement Residence, EIR, Placer County, CA** – Air Quality/GHG/Noise
- **Tracy Hills Specific Plan EIR, Tracy, CA** – Air Quality/GHG/Noise
- **Albright Specific Plan EIR, Los Gatos, CA** – Air Quality/GHG/Noise
- **Moffett Place Supplemental EIR, Sunnyvale, CA** – Air Quality/GHG/Noise
- **At Dublin Mixed-Use Project EIR, Dublin, CA** – Air Quality/GHG/Noise
- **Garden Gate Tower Project, San Jose, CA** – Air Quality/GHG/Noise
- **Westport Mixed-Use Project, Cupertino, CA** – Air Quality/GHG/Noise
- **Dumbarton TOD Specific Plan, Newark, CA*** – Air Quality/GHG/Noise
- **City of Encinitas Housing Element Update, Encinitas, CA** – Air Quality/GHG/Noise
- **Red Hill Corridor Specific Plan and EIR, Tustin, CA** – Air Quality/GHG/Noise

**Work completed prior to joining Kimley-Horn*

RROPOSED MODIFICATIONS (KHA)

PROPOSED MODIFICATIONS TO SERVICE AGREEMENT

Kimley-Horn asks that the Sub Agreement include language that would incorporate and/or exclude the following edits as related to the flow through of these terms from the Prime Agreement based on the suggested edits below.

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 in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in ~~a substantial, first-class manner and shall~~ conformance with ~~to~~ the standards of quality normally observed by a person practicing in Consultant's profession.

The term "in a substantial, first-class manner" creates a heightened standard of care that is greater than the "standards" of Consultants profession and therefore conflicts with the obligation to provide the standard of care as required in this section and is not insurable.

4.3 Professional Liability Insurance.
~~**4.3.3** The policy must contain a cross liability or severability of interest clause.~~

*Since Section 4.4.3 states that all coverages for subcontractors shall be subject to all of the [insurance] requirements stated herein, and because Section 4.4.4 also states that "*the City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available"*, we would ask that the above edit be submitted to the professional liability requirements since cross.*

Per IRMI, cross-liability is defined as follows: "Coverage in connection with a suit brought against an insured by another party that has insured status under the same policy. Cross-liability coverage is provided as an intrinsic feature of the standard commercial general liability (CGL) policy, by means of the "separation of insureds" condition." Since Professional Liability does not grant insured status to third parties, this requirement is not commercially available and is reinforced by the insured-vs-insured exclusion contained in Professional Liability policies as well.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.
Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, elected and appointed officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the failure to meet the standard of care in the quality or character of their work. [...].

Professional Liability insurance only covers a professional's negligence which is the failure to meet the standard of care. The requirement to indemnify and defend for liabilities that are caused by the "quality or character or their work" does not wholly meet this standard as the term has not been defined to mean work that is specifically performed below the standard of care that the contract and the law requires the professional to follow. This type of language creates a heightened standard of care that is not insurable.

PLACEWORKS



PLACEWORKS

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Berkeley, California 94704
t 510.848.3815
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PlaceWorks
Cost Estimate

The estimated cost for our team to complete the scope of work for the Soledad General Plan Update described in this proposal is $997,890.

We hope that you will work with us to adjust tasks if our proposed cost is an impediment to selecting us to assist you with the General Plan Update.

PlaceWorks bills on a time-and-materials basis with monthly invoices, and billing rates for our staff are included in the following cost table.

Assumptions

This scope of work and cost estimate assumes that:

- Project Manager Amy Sinsheimer will attend all project meetings, public workshops, and other public meetings, as listed in Chapter 6. Other PlaceWorks staff will attend as appropriate.
- Up to 40 hours of PlaceWorks staff time is available under the proposed budget to respond to comments on the Draft EIR.
- All products will be submitted to Soledad in electronic (PDF) format as requested by the City.

Cost Estimate

		PLACEWORKS										SUBCONSULTANTS			
		KNOX	SINSHEIMER	GARCIA								Kimley-Horn	BAE		
	Hourly Rate:	Principal-in-Charge $240	Project Manager $180	Assistant PM $130	Planners $120	CEQA / Climate Team $190	GIS $160	Graphics / WP $115	*PlaceWorks Hours*	2% Office Expenses	PlaceWorks Total	Transportation / CEQA	Economics	10% Subconsultant Markup	Total Task Budget
TASK A. Startup, Management, and Online Presence															
1	Kick-off Meeting and Tour	8	16	8	8	8			*48*	$166	$8,486	$1,200	$1,200	$240	$11,126
2	Data Collection and GIS Basemap	8	16	8	8	8	48		*96*	$320	$16,320	$14,000	$3,200	$1,720	$35,240
3	Planning Commission/City Council Study Session (1)	8	16	8	8			8	*48*	$154	$7,874				$7,874
4	GPAC Initiation Meeting	8	16	8	8				*40*	$136	$6,936				$6,936
5	Ongoing Project Management	56	96	48					*200*	$739	$37,699	$4,000	$1,800	$580	$44,079
6	Project Webpage and Online Engagement	16	32	56	48			56	*208*	$582	$29,662				$29,662
	Task A. Subtotal	**104**	**192**	**136**	**80**	**16**	**48**	**64**	*640*	$2,098	$106,978	$19,200	$6,200	$2,540	$134,918
TASK B. Existing Conditions Memos															
1	Land Use and Circulation	8	24	16	12		32	8	*100*	$316	$16,116	$25,000		$2,500	$43,616
2	Demographics and Economics	8	24	16	12			8	*68*	$214	$10,894		$34,200	$3,420	$48,514
3	Infrastructure and Utilities	8	16	16	12	8	8	8	*76*	$241	$12,281	$11,100		$1,110	$24,491
4	GPAC Presentation	8	16	16			8	8	*56*	$182	$9,262				$9,262
	Task B. Subtotal	**32**	**80**	**64**	**36**	**8**	**48**	**32**	*300*	$952	$48,552	$36,100	$34,200	$7,030	$125,882
TASK C. Vision and Values															
1	Briefing Book	16	40	36	16	8	8	16	*140*	$446	$22,726	$4,400	$4,800		$31,926
2	Economic Development Focus Group	8	16	8	8				*40*	$136	$6,936		$3,600	$360	$10,896
3	Agency Coordination	8	24	24	16			16	*88*	$262	$13,382				$13,382
4	GPAC Presentation - Vision and Values	16	24	8			8	8	*64*	$228	$11,628				$11,628
5	Community Event	16	32	16	16			16	*96*	$309	$15,749				$15,749
6	Planning Commission/Council Presentation (1)	8	16	16			8	8	*56*	$182	$9,262		$2,400	$240	$11,902
	Task C. Subtotal	**72**	**152**	**108**	**56**	**8**	**24**	**64**	*484*	$1,562	$79,682	$4,400	$10,800	$600	$95,482
TASK D. Alternatives															
1	Outline, Format and Policy Audit	24	32	40	40				*136*	$430	$21,950	$1,800		$180	$23,930
2	Draft Alternatives	40	48	64	64	16	40	40	*312*	$966	$49,246	$11,200	$9,800	$2,100	$72,346
3	GPAC Presentation - Alternatives	8	16	16			8	8	*56*	$182	$9,262				$9,262
4	Community Event	16	32	16	16			16	*96*	$309	$15,749				$15,749
5	Planning Commission/Council Consideration (3)	40	48	40	40			16	*184*	$602	$30,682				$30,682
	Task D. Subtotal	**128**	**176**	**176**	**160**	**16**	**48**	**80**	*784*	$2,488	$126,888	$13,000	$9,800	$2,280	$151,968
TASK E. Preferred Alternative and Draft General Plan															
1	GPAC Presentation - Draft Preferred Alternative	8	16	16	8		8	8	*64*	$201	$10,241	$26,400	$1,200		$37,841
2	Community Event	16	24	8	8			8	*64*	$222	$11,302	$1,400	$1,200		$13,902
3	Draft General Plan Document	64	120	96	96	64	40	48	*528*	$1,701	$86,741	$22,400	$22,600		$131,741
4	Implementation Plan and Priorities	16	24	16					*56*	$205	$10,445				$10,445
5	Zoning Consistency Analysis	8	24	40	32		32		*136*	$408	$20,808				$20,808
	Task E. Subtotal	**112**	**208**	**176**	**144**	**64**	**80**	**64**	*848*	$2,736	$139,536	$50,200	$25,000		$214,736
TASK F. Environmental Impact Report															
1	Notice of Prep., Scoping and Admin. Draft EIR	16	40	48	64	160	24	40	*392*	$1,276	$65,076	$11,800		$1,180	$78,056
2	Draft EIR and Notice of Completion	8	40	40	64	96	16	24	*288*	$911	$46,471	$9,800		$980	$57,251
3	Open House	8	16	16	8		8	8	*64*	$201	$10,241	$1,400	$1,200	$260	$13,101
4	Public Hearing on Draft EIR (1)		8	32		16		16	*72*	$210	$10,690	$1,800		$180	$12,670
5	Final EIR, Mitigation Monitoring and Reporting Pgm.	8	8	16	16	16		8	*72*	$226	$11,546	$7,800		$780	$20,126
	Task F. Subtotal	**40**	**112**	**152**	**152**	**288**	**48**	**96**	*888*	$2,824	$144,024	$32,600	$1,200	$3,380	$181,204
TASK G. Public Review and Adoption															
1	Summary of Revisions to the Draft General Plan	8	16	8	8				*40*	$136	$6,936				$6,936
2	Findings	8	8	8		8			*32*	$118	$6,038	$2,500		$250	$8,788
3	Planning Commission / Council Hearings (4)	56	72	64	56	24		16	*288*	$957	$48,797				$48,797
4	Final General Plan	8	16	16	8		8	16	*72*	$219	$11,179				$11,179
	Task G. Subtotal	**80**	**112**	**96**	**72**	**32**	**8**	**32**	*432*	$1,430	$72,950	$2,500		$250	$75,700
	Total Hours	*568*	*1032*	*908*	*700*	*432*	*304*	*432*	*4376*						
	Total	$136,320	$185,760	$118,040	$84,000	$82,080	$48,640	$49,680			$718,610	$158,000	$87,200	$16,080	$979,890
EXPENSES															
PlaceWorks Reimbursable Expenses															$6,400
Subconsultant Reimbursable Expenses												$4,400	$7,200		$11,600
	EXPENSES TOTAL														$18,000
GRAND TOTAL															$997,890

PLACEWORKS

September 6, 2022

Bryan Swanson
City of Soledad
48 Main Street
Soledad, CA 93960

Re: Proposal to Prepare the 2023-2031 Housing Element Update

Dear Bryan:

Please accept the attached submittal as PlaceWorks' proposal to assist the City of Soledad in preparing its Sixth Round 2023-2031 Housing Element update.

PlaceWorks offers the best team for this project. Our housing team has considerable experience working with the California Department of Housing and Community Development (HCD), having completed over 100 certified housing elements. **Jennifer Gastelum**, principal-in-charge, will oversee the update effort. She leads the housing team and commands a thorough understanding of the technical requirements of housing elements. **Nicole West**, a seasoned housing professional, will support this effort as the project manager and serve as the day-to-day contact with support from **Amy Sinsheimer**, senior advisor. **Mark Teague,** a veteran CEQA expert, will provide oversight and technical assistance for the CEQA document.

The following scope, budget, and schedule are targeted to ensure the draft Housing Element complies with state law, identifies adequate sites to meet the City's Regional Housing Needs Allocation (RHNA), and achieves HCD certification by December 2023.

Please do not hesitate to contact me at 916.804.3910 or jgastelum@placeworks if you need more information. The PlaceWorks team looks forward to working with you on this project.

Sincerely,
PLACEWORKS

Jennifer Gastelum
Principal

Soledad 2023-2031 Housing Element Update

To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to fine-tune any additional details when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. We have extensive experience working with HCD—completing over 100 certified housing elements since 2008, the vast majority of which were certified after a single round of review. We also authored the 5th-cycle Soledad Housing Element, so we understand the unique housing conditions and challenges and the complex regulatory requirements that accompany the housing element certification process.

Project Understanding

PlaceWorks understands that the City requests assistance in preparing its 6th-cycle housing element update for submission to the Housing and Community Development Department (HCD) in accordance with state laws, regulations, and statutes since the last housing element adoption. The current Housing Element will serve as the foundation for the 2023-2031 Housing Element update. We included the preparation of an Addendum to the current General Plan for CEQA compliance. This assumes that there will not be rezones needed to meet the RHNA. Should rezones be needed we will discuss different options with the City and prepare a contract amendment, if necessary.

Key objectives of this work include:

- Update General Plan Housing Element to meet the 6th-cycle RHNA for new residential units in Soledad.

Approach

PlaceWorks will update the Soledad 2023–2031 Housing Element of the General Plan. This effort will include public outreach and coordination with HCD during the housing element update process. PlaceWorks will review the City's existing housing element, identify key housing stakeholders in the City, and provide public outreach services. We will also prepare the updated element using input from City staff and HCD as necessary to ensure compliance with recently passed state housing legislation and current state housing element law.

PlaceWorks will submit the updated housing element for HCD approval and attend City Council meetings for review and adoption of the housing element. Our scope of work follows this approach and focuses on meeting new state law requirements and achieving state certification by December 2023.

Our proposed project schedule, including milestones, is included below.

Work Scope

This section describes the scope of services to be completed by the PlaceWorks team for the 2021-2030 Housing Element Update. We have prepared a concise scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to modify our scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses, and we would be happy to work with you to ensure the successful completion of the project.

Task 1. Project Kick-Off Meeting

PlaceWorks will prepare for and attend a virtual kick-off meeting to exchange information, refine the scope and schedule, and initiate work. At the meeting we will:

- Determine staff contact protocol.
- Review and finalize the scope of work and schedule.
- Review housing element legal requirements, HCD practices, and facilitation and response from HCD review.
- Identify stakeholders.
- Provide a list of data needs.

Task 1 Deliverables:

- Kick-off meeting agenda, data needs list, list of stakeholders, and meeting minutes (electronic copies).
- Agenda and notes for subsequent calls with staff (electronic copies).

Task 2. Project Management and Coordination

PlaceWorks will communicate with City staff via phone and email throughout the project. In addition, PlaceWorks' project team will:

- Lead Zoom check-in discussions bimonthly with one or two appropriate team members.
- Provide an internet-based folder for all project materials accessible to the City and consultants.
- Reallocate any remaining funds to other tasks within the scope when tasks are completed under budget.
- Send all draft documents through quality control in advance of submitting to the City for review.
- Act as a liaison to ensure successful communication and coordination with HCD over the course of the project.

Task 2 Deliverables:

- Project discussion bimonthly via Zoom (assumed 6 check-in meetings).

Task 3. Community Outreach and Engagement

Focused and meaningful community engagement is an important part of the Housing Element Update process. Government Code Section 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." PlaceWorks recommends a community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders. Flexibility in regard to community participation is essential. PlaceWorks will collaborate with City staff to adjust and customize our community involvement strategy during our initial kick-off meeting. Our philosophy is to bring the most innovative, effective, and efficient approach to your project. We believe in an iterative process for community engagement that breeds robust and valuable results. We understand that unique situations require creative approaches, and we are always looking to revisit, revise, and improve as we collaborate with you on this process.

PlaceWorks' outreach strategy will include outreach activities throughout the Housing Element Update process. In the midst of gearing up for interviews, workshops, and the release of documents, the outreach strategy will act as a checklist for City staff and the consultant team.

Task 3.1 Stakeholder Interviews

PlaceWorks has been conducting virtual stakeholder interviews with organizations representing different socioeconomic members of the community to identify housing needs. We have found these consultations to be a valuable way of getting targeted input. We will work with City staff to develop a list of 3 to 5 organizations, and we will conduct a phone or email survey to discuss the issues and housing-related needs of their clients.

Task 3.1 Deliverable:

- 3 to 5 completed consultations to be included in the Housing Element.

Task 3.2 Community Meeting

PlaceWorks proposes to host one workshop and prepare materials, including the PowerPoint presentation. This presentation will be designed to inform and to ask questions for residents and stakeholders to respond to.

Task 3.2 Deliverables:

- Attendance by PlaceWorks staff at one in-person workshop where the public is invited to attend.
- Promotional flyer and announcement
- PowerPoint presentation
- Summary notes incorporated into the Housing Element
- Electronic summaries of all input and feedback received

Task 3.3 Planning Commission and City Council Study Session

We propose:

- One study session with the joint Planning Commission and City Council at the start of the project to inform them of the new laws and the project schedule and to answer any questions at the beginning of the project.

Task 3.3 Deliverables:

- Information for the staff report, draft and final PowerPoint presentations for the meeting and in-person attendance one study session.

Task 3.4 Planning Commission and City Council Hearings

We propose:

- Four public hearings. Two hearings with the Planning Commission and the City Council prior to submitting the draft Housing Element to HCD and two hearings with the Planning Commission and the City Council for adoption of the Housing Element.

Task 3.4 Deliverables:

- Information for the staff reports, draft and final PowerPoint presentations for each meeting, and in-person attendance at four public hearings.

Task 4. Housing and Special Housing Needs

Task 4.1 Housing Needs Assessment

PlaceWorks will update the needs analysis pursuant to Government Code Section 65583 with data from the preapproved HCD data packet 2010 (or 2020 if available), U.S. Census data, American Community Survey, and other relevant sources.

PlaceWorks will coordinate with staff to develop a current housing inventory and evaluate housing conditions using state-approved criteria. The updated needs analysis will include the following.

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.
- **Household Characteristics:** Number, size, and type of existing households and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics:** Housing types and conditions, overcrowded households, and vacancy rates.
- **Housing Costs and Affordability:** Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, and female-headed households.
- **At-Risk Housing:** Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- **Opportunities for Energy Conservation:** Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Task 4.1 Deliverable:

- Housing Needs Assessment to be included in the Administrative Draft Housing Element.

Task 4.2 Affirmatively Furthering Fair Housing (AFFH) Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The City of Soledad will need to include an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee (TCAC)/HCD Opportunity Maps will be included as well as approved HCD maps that are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high-resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the City and meaningful actions to overcome geographic disparities.

Task 4.2 Deliverable:

- AFFH Assessment to be included in the Administrative Draft Housing Element

Task 5. Housing Constraints

PlaceWorks will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to California Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

Task 5 Deliverable:

- Included in the Administrative Draft of the Constraints chapter.

Task 6. Review of Existing 2015-2023 Housing Element

PlaceWorks will work closely with the City to determine the status, effectiveness, and appropriateness of the previous housing programs. We will gather and document all available information regarding specific accomplishments. We will identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft

Housing Element and used as a basis for program revisions for the remainder of the planning period. PlaceWorks will populate the first draft of this matrix with what has been written for the annual progress reports by staff. We will send the review matrix to the City to provide input before including it in the Administrative Draft Housing Element.

Task 6 Deliverable:

- Included in the Administrative Draft of the Review of Previous Housing Programs chapter.

TASK 7. SITES INVENTORY

We assume that the city will be able to identify enough sites to meet the 6th-cycle RHNA. We will work with City staff create an HCD-approved land inventory that includes current vacant sites.

Task 7.1 Housing Parcel Identification Analysis

PlaceWorks realizes that identifying adequate sites can be a large undertaking. We will build upon the current sites inventory and work with the City to determine which sites are still viable RHNA sites based on new state law requirements, including but not limited to:

- Additional analysis for sites smaller than one-half acre, larger than 10 acres
- Additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that are now required to allow 20 percent affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

PlaceWorks will work with the City to identify sites to meet the RHNA. For this task, our approach is as follows:

- Incorporate the **RHNA** for the 2023-2031 cycle.
- **Document potential sites.** We will prepare an inventory, map, and analysis clearly illustrating Soledad's capacity to accommodate the new RHNA. In keeping with state law, PlaceWorks will document the realistic development capacity of each site and will prepare a map showing all identified sites.
- **Investigate alternative RHNA credits.** This includes analyzing the capacity for alternative RHNA credits for ADUs and guest quarters, preservation of existing at-risk affordable housing projects, and other nontraditional RHNA credit opportunities.
- **Ensure sites affirmatively further fair housing.** We will work with the City to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

Task 7.2 Underutilized Sites Analysis

PlaceWorks will complete an analysis of nonvacant/underutilized sites (these are sites that may currently have an existing structure but have additional capacity to include housing) to address a portion of the RHNA. As part of this analysis, we will analyze the realistic development potential within the planning period by considering the extent that an underutilized/nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

Task 7.3 Demonstrate the Feasibility of Infill and Densities Less Than 20 du/acre

An additional opportunity to meet the RHNA is to consider residentially zoned land that that does not meet the State's default density of 20 units an acre. Typically, this is done by reviewing similarly situated built affordable housing projects in Soledad and the neighboring communities, calling local developers, and reviewing pro formas submitted to the City to infer development feasibility on sites that allow for less than 20 units an acre. Based on this research, we will discuss with City staff what opportunities there might be to include these sites in the land inventory to meet the lower-income RHNA.

Task 7.4 Infrastructure Analysis

PlaceWorks will work to determine if parcels in the inventory have sufficient water, sewer, and dry utilities available and accessible to support housing development. We will review existing general plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites to accommodate the RHNA.

Task 7.5 Financial and Programmatic Resources

PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local and state funding programs and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Task 7.6 Electronic Housing Element Site Inventory Form

Pursuant to SB 6 (Chapter 667, Statutes of 2019), jurisdictions adopting a housing element on or after January 1, 2021, must prepare an electronic copy of the final inventory of parcels using HCD-approved Excel spreadsheets and must submit it to HCD with the housing element. PlaceWorks will prepare the electronic land inventory to submit to HCD upon adoption of the Housing Element.

Task 7 Deliverables:

- Administrative Draft of the Site Inventory chapter
- Site Inventory on HCD's Electronic Inventory Form

TASK 8. HOUSING GOALS, POLICIES, PROGRAMS, AND QUANTIFIED OBJECTIVES

PlaceWorks will work with City staff to update goals, policies, programs, and quantified objectives (pursuant to California Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- New state requirements since adoption of the existing Housing Element.
- Consistency and compliance with the rest of the City's General Plan elements and community goals.
- Development controls and regulatory incentives.
- Housing opportunities for all residents, including the elderly, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs.
- Sources of affordable housing funding.
- Preservation and improvement of existing affordable housing.
- Development of adequate housing and infrastructure to meet the needs of low- and moderate-income households, in keeping with the regional fair-share allocation.
- Mitigation of governmental constraints to providing and improving housing.

Task 8 Deliverable:

- Administrative Draft of the Goals, Policies, Programs and Quantified Objectives chapter.

TASK 9. DRAFT HOUSING ELEMENT AND PUBLIC HEARINGS

Task 9.1 Administrative Draft

PlaceWorks will incorporate the feedback received during the community meetings and stakeholder consultations into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to City staff for review as an electronic copy in Microsoft Word. Any outstanding data still needed from the City will be flagged so it can be addressed during City staff's review. We request that we receive one consolidated set of City comments on the Administrative Draft.

Task 9.1 Deliverables:

- One electronic copy (in MS Word) of the Administrative Draft Housing Element.

Task 9.2 Public Review Draft

PlaceWorks will address staff comments on the Administrative Draft and reply to any questions. We will incorporate comments and revisions from staff's review of the Administrative Draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to present to at public hearings.

Task 9.2 Deliverables:

- One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element to be posted on the City's website for 30 days at a minimum.

Task 9.3 HCD Review Draft

PlaceWorks will address public comments (no more than 4 hours) and incorporate them into the Public Review Draft and prepare a second Public Review Draft for submittal to HCD for review.

Task 9.3 Deliverables:

- One electronic copy (in MS Word and PDF) and one hard copy of the HCD Review draft to send to HCD with a cover letter for their 90-day review.

Task 9.4 2nd HCD Review Draft

PlaceWorks will work with City staff to address HCD's comment and incorporate them into the 3rd Public Review for posting on the City's website for 7 days and then for submittal to HCD for an additional 60-day review.

Task 9.4 Deliverables:

- One electronic copy (in MS Word and PDF) and one hard copy of track changes of the HCD Review draft to send to HCD with a cover letter for their 60-day review.

Task 9.5 Final Adoption and Certification

PlaceWorks will prepare a final Housing Element that incorporates changes to the HCD Draft from City staff, HCD, or public comments. PlaceWorks will submit the final Housing Element to HCD for final certification. The City will be responsible for submitting to the water/sewer district and OPR.

Task 9.5 Deliverables:

- Electronic copies and one hard copy of each version (in MS Word and web-supported PDF) of the final draft to the City and to HCD with a cover letter for their 60-day certification review. One clean version and one showing all changes made will be included.

TASK 10. STATE CERTIFICATION

PlaceWorks staff maintains strong working relationships with HCD reviewers. Our staff is very familiar with HCD's processes, staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD. This service will include:

- Respond to comments on the first draft Housing Element from HCD (90-day initial review).
- Respond to comments on the second draft Housing Element from HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.

Task 10 Deliverables:

- One hard copy and one electronic submittal to HCD, including cover letters of the Housing Element with highlighted changes and additions (and printed copies, required by HCD).
- Emails and memoranda to address HCD questions and comments, as needed.
- Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

TASK 11. CEQA COMPLIANCE

Task 11.1 Addendum

The focus of the project will be to update the General Plan to meet RHNA and ensure compliance with new regulations. The use of an Addendum builds on the investment in the General Plan made by the City, and significantly shortens the time period for consideration of the new Housing Element. Finally, provided that the City's decision to use an Addendum is supported with substantial evidence in the record, the City's decision enjoys the same substantial evidence level of challenge as the General Plan EIR.

PlaceWorks will provide an Administrative Draft Addendum following a format discussed during the kickoff meeting. Our default format for an Addendum is short and follows the findings in CEQA Guidelines Section 15162 rather than using an initial study. If a formal initial study is requested, we will need to increase the budget and scope accordingly. We will use a copy of the certified General Plan EIR and findings of fact to inform the analysis portion of the Addendum. We will also include any local standards and ordinances that address physical changes to the environment. All significant impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft of the Addendum will be provided for review. The final draft of the Addendum will be used to support the CEQA determination during the hearing(s) for the Housing Element. PlaceWorks environmental staff will attend a Zoom meeting to answer questions regarding the Addendum. This scope does not include physical attendance at a meeting; however, we would be happy to amend the scope/budget to attend meetings in person.

Task 11.1 Deliverables:

- Administrative Draft Addendum, Public Draft Addendum, Assistance with Resolution and Staff Report Language.

Task 11.2 SB 18 and AB 52 Consultation

PlaceWorks will assist the City by completing the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (for distribution on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. While not required for an Addendum, we recommend AB 52 notification to cover the rezoning activities. It's a small additional scope and cost but can help relieve issues later in the process. To comply with AB 52, letters will be prepared for any tribes who have requested consultation pursuant to AB 52.

As consultation for AB 52 and Section 21080.3.1 of CEQA is a government-to-government process, it must be initiated by the local government agency, and counties are usually represented at the consultation(s). PlaceWorks can facilitate and

attend the consultation(s); however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified the City under AB 52 will also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the environmental document for public review. Completion of the SB 18 process is needed prior to acting on the project.

Task 11.2 Deliverables:

- Draft letter to NAHC; Draft letters to identified tribes; Facilitation, attendance, and documentation of requested consultations; and Written results of consultation, including closure of AB 52 consultation.

Proposed Schedule

Soledad is due to adopt the Housing Element by December 2023 or with 120 days of this due date to be in compliance with state law. The following schedule outlines the milestones associated with the Housing Element update. The schedule includes two rounds of review with HCD based on our most recent experience.

Tasks	2023												2024		
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
Task 1. Project Kick-off Meeting															
Task 2. Project Management and Coordination															
Task 3. Draft and Final Summary Report															
3.1 Stakeholder Consultations															
3.2 Community Meeting															
3.3 Planning Commission and City Council Study Session															
3.4 Planning Commission and City Council Study Session Hearings															
Task 4. Housing and Special Housing Needs															
4.1 Housing Needs Assessment															
4.2 Affirmatively Futhering Fair Housing (AFFH) Assessment															
Task 5. Housing Constraints															
Task 6. Review of Existing 2015-2023 Housing Element															
Task 7. Sites Inventory															
7.1 Housing Parcel Identification Analysis															
7.2 Underutilized Sites Analysis															
7.3 Demonstrate the Feasibility of Infill and Densities Less Than 20du/acre															
7.4 Infrastructure Analysis															
7.5 Financial and Programmatic Resources															
7.6 Electronic Housing Element Site Inventory Form															
Task 8. Housing Goals, Policies, Programs, and Quantified Objectives															
Task 9. Draft Housing Element															
9.1 Administrative Draft															
9.2 Public Review Draft															
9.3 HCD Review Draft															
9.4 HCD 2nd Review Draft															
9.5 Final Adoption and Certification															
Task 10. State Certification (2 Rounds of Review)															
Task 11. CEQA Compliance Strategy															
11.1 Addendum															
11.2 SB 18 Consultation															

Legend
Work Period
Public Review Period

Budget Proposal

Budget and Timeline

As shown in the following table, the estimated cost to complete the scope of work described in this proposal is $171,161. This includes two rounds of HCD review and the completion of an addendum.

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes in-person meeting attendance for one staff member at 5 meetings. Additional meetings would be billed on a time-and-materials basis.
- No more than four hours of PlaceWorks staff time will be allocated to respond to public comments on the Draft Housing Element, this is separate from scoped HCD review process. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- This budget does not include any assistance with Public Records Requests.
- This budget does not include rezoning to meet the RHNA.
- All products will be submitted in electronic (PDF) format, printing costs are not included expect for HCD review copies.
- The City will be responsible for meeting logistics, including schedule coordination, document production, staff report writing, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

COST ESTIMATE

		PLACEWORKS															
		Jennifer Gastelum	Nicole West	Amy Sinshiemer	Lucy Rollins	Deborah Ezra	Karla Martinez	Mark Teague	Patrick Hindmarsh	Miles Barker	GIS	GRAPHICS	TECH. EDITOR	WP/ CLERICAL			
	Hourly Rate:	Principal-in-Charge $250	Project Manager $180	Senior Advisor $200	Associate $140	Associate $140	Project Planner $125	Managing Principal, CEQA $240	CEQA Senior Associate $215	CEQA Project Planner $125	$195	$125	$140	$120	PlaceWorks Hours	PlaceWorks 2% Office Expenses	Total Task Budget
TASK 1. Project Kick-off Meeting																	
	Project Kick-off Meeting	1	4	2	4		4								15	$49	$2,479
	Task 1. Subtotal	1	4	2	4	0	4	0	0	0		0	0	0	15	$49	$2,479
TASK 2. Project Management and Coordination																	
	Project Management and Coordination	6	48	16	8										78	$289	$14,749
	Task 2. Subtotal	6	48	16	8	0	0	0	0	0		0	0	0	78	$289	$14,749
TASK 3. Community Outreach and Engagement																	
3.1	Stakeholder Consultations		2	1	4		12								19	$52	$2,672
3.2	Community Meeting (1 in-person)	1	4	12	4		12				2	12		4	51	$156	$7,956
3.3	Planning Commission and City Council Study Session (1)	1	4	12			8				2	4		2	33	$110	$5,610
3.4	Planning Commission and City Council Hearings (4)	2	8	32			16					2		2	62	$217	$11,047
	Task 3. Subtotal	4	18	57	8	0	48	0	0	0		18	0	8	165	$535	$27,285
TASK 4. Housing and Special Housing Needs																	
4.1	Housing Needs Assessment		4		16		25					4			49	$132	$6,717
4.2	Affirmatively Furthering Fair Housing (AFFH) Assessment		8		25	50	8				24	4		6	125	$377	$19,217
	Task 4. Subtotal	0	12	0	41	50	33	0	0	0		8	0	6	174	$509	$25,934
TASK 5. Housing Constraints																	
	Housing Constraints		8	2	12		18								40	$115	$5,885
	Task 5. Subtotal	0	8	2	12	0	18	0	0	0		0	0	0	40	$115	$5,885
TASK 6. Review of Existing 2015-2023 Housing Element																	
	Review of Existing 2015-2023 Housing Element		6	2			16							4	28	$79	$4,039
	Task 6. Subtotal	0	6	2	0	0	16	0	0	0		0	0	4	28	$79	$4,039
TASK 7. Sites Inventory																	
7.1	Housing Parcel Identification Analysis		24	2	4						12				42	$152	$7,772
7.2	Underutilized Sites Analysis		16	2	1						8				27	$100	$5,080
7.3	Demonstrate the Feasibility of Infill and Densities Less than 20 du/acre		8		1										9	$32	$1,612
7.4	Infrastructure Analysis		2		8										10	$30	$1,510
7.5	Financial and Programmatic Resources		2		4										6	$18	$938
7.6	Electronic Housing Element Site Inventory Form		4				12								16	$44	$2,264
	Task 7. Subtotal	0	56	4	18	0	12	0	0	0	20	0	0	0	110	$376	$19,176
TASK 8. Housing Goals, Policies, Programs, and Quantified Objectives																	
	Housing Goals, Policies, Programs, and Quantified Objectives		12			12	8								32	$97	$4,937
	Task 8. Subtotal	0	12	0	0	12	8	0	0	0		0	0	0	32	$97	$4,937
TASK 9. Draft Housing Element																	
9.1	Administrative Draft	8	16	4	8		24				2		12	8	82	$257	$13,087
9.2	Public Review Draft	4	16	4	6		12				2		4	2	50	$164	$8,374
9.3	HCD Review Draft	1	12	2	6		8				2		2	2	35	$111	$5,671
9.4	HCD 2nd Review Draft	1	8	2	4		8						2	2	27		$0
9.5	Final Adoption and Certification		2	2										4	27	$83	$4,253
	Task 9. Subtotal	14	54	14	24	0	52	0	0	0		0	20	18	221	$615	$31,385
TASK 10. State Certification																	
	State Certification (2 rounds of review)	2	32	12	16	8	24				8	4	4	4	114	$362	$18,482
	Task 10. Subtotal	2	32	12	16	8	24	0	0	0	8	4	4	4	114	$362	$18,482
TASK 11. CEQA Compliance																	
1	Addendum							10	8	40			4	4	66	$203	$10,363
2	SB 18 Consultation							4	6	12				1	23	$77	$3,947
	Task 11. Subtotal	0	0	0	0	0	0	14	14	52		0	4	5	89	$280	$14,310
	Labor Hours Total	27	250	109	131	70	215	14	14	52		30	28	45	1066		
	Labor Dollars Total	$6,750	$45,000	$21,800	$18,340	$9,800	$26,875	$3,360	$3,010	$6,500		$3,750	$3,920	$5,400		$3,306	$168,661
EXPENSES																	
PlaceWorks Reimbursable Expenses																	$2,000
															EXPENSES TOTAL		$2,500
GRAND TOTAL																	$171,161

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Risk & Insurance Services
17901 Von Karman Avenue, Suite 1100
(949) 399-5800; License #0437153
Irvine, CA 92614
Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323
CN115158923--01-22-23

CONTACT NAME:
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Crum & Forster Specialty Insurance Co	44520
INSURER B : Travelers Property Casualty Co. of America	25674
INSURER C : N/A	N/A
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
PlaceWorks, Inc
3 MacArthur Place, Suite 1100
Santa Ana, CA 92707

COVERAGES **CERTIFICATE NUMBER:** LOS-002652466-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EPK140207	07/01/2022	07/01/2023	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
	X BI & PD Ded. $5,000						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	OTHER:						Contractors Pollution	$ 5,000,000
B	AUTOMOBILE LIABILITY			BA1N96406A2243G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Comp/Coll Deductibles	$ 1,000
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB7K7286762243G	07/01/2022	07/01/2023	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? (Mandatory in NH) N / A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK140207	07/01/2022	07/01/2023	Each Claim/Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City, its officers, officials, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER
City of Soledad
248 Main St.
Soledad, CA 93960

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Marsh Risk & Insurance Services

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AGENCY CUSTOMER ID: CN115158923
LOC #: Irvine

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:
7/1/99 - Planning Center, Inc.
1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance, of SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **8.7., Policy Period, Coverage Territory,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

TRAVELERS]

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY UB-7K728676-22-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORN (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2. oo % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON OR ORGANJ:ZATIO FOR WHICH THE INSURED RAS AGREED BY WRITTEN CONTRACT EXECU'TJre PRIOR TO LOSS TO FURNJ:SH TRIS WAIVER.	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE:07/01/2021 **ST ASSIGN:** Pagel of1

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required byWritten Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6180, A Resolution of the City Council of the City of Soledad Approving an Amendment to the Existing Salary Range for the Water Resources Manager Classification Effective December 7, 2024**

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

FROM: **Don Wilcox, Public Works Director/City Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad adopt Resolution No.6180, "A Resolution of the City of Council of the City of Soledad Approving an Amendment to the Existing Salary Range for the Water Resources Manager Classification Effective December 7, 2024."

Executive Summary

In 2023, the City Council approved flexibility in filling vacant engineering positions allowing for a Water Resources Manager to be hired in place of the City Engineer and a Management Analyst in place of the Associate Engineer. After hiring a recruiter to assist in filling the City Engineer position, which has been vacant since May 2023, the City was unsuccessful in finding a City Engineer, but was successful in finding a qualified Water Resources Manager but at the salary range for the City Engineer. Therefore, staff recommends amending the Water Resources Manager position salary range to be the same as the City Engineer to allow for finally filling this vacancy and providing Public Works with the much needed support to oversee Soledad's water utilities.

Background

Despite numerous advertisements and utilization of a recruiter, the City has been unsuccessful in our attempts to recruit a new City Engineer since the resignation of the previous City Engineer in May of 2023. After a lengthy unsuccessful recruitment for a City Engineer, staff tried to recruit for a Water Resources Manager instead whereas the Public Works Director could take on the City Engineer duties and shed the Water Resources Manager duties to that new position. Despite months of recruitment the City received no applicants for the Water Resources Manager position. Therefore, staff updated the recruitment for a Water Resources Manager utilizing the City Engineer classification (salary range) and received one qualified application and has made a conditional offer which the applicant has accepted.

Review & Analysis

As part of the FY 2024-25 Adopted Budget Position Allocation – Exhibit B, the City Engineer position allowed for flexible staffing. Staff recommends this be implemented to fill the Water Resources Manager position in lieu of filling the City Engineer position and amending the Water Resources Manager position classification as well.

The amendments to the Water Resources Manager classification are as follows:

New:

Range 88 (Unrep/Conf)	*Monthly*	*$11,806.03*	*$12,337.30*	*$12,892.48*	*$13,472.64*	*$14,078.91*

Old:

Range 71 (MM)	*Monthly*	*$9,661.16*	*$10,095.92*	*$10,550.23*	*$11,024.99*	*$11,521.12*

The change in Salary Range will be memorialized in a future amendment to the FY 2024/25 Classification and Compensation Plan.

Financial Considerations

There is no financial impact on the current fiscal year budget due to the fact that the budget already accounts for the salary at the City Engineer level.

Alternatives

- Adopt the Resolution.
- Modify the Resolution.
- Do not adopt the Resolution. This is not recommended as it took a long time to find a qualified applicant for the Water Resources Manager position and Public Works needs the assistance.

Planning/CEQA

The proposed reclassification is a ministerial action and not considered a project under the California Environmental Quality Act (CEQA).

Public Notice Requirements

None.

Attachment(s):
Resolution No. 6180

RESOLUTION NO. 6180

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AN AMENDMENT TO THE EXISTING SALARY RANGE FOR THE WATER RESOURCES MANAGER CLASSIFICATION EFFECTIVE DECEMBER 7, 2024

WHEREAS, the City has been unsuccessful in our attempts to recruit a new City Engineer since the resignation of the previous City Engineer in May of 2023; and

WHEREAS, after a lengthy unsuccessful recruitment for a City Engineer, staff tried to recruit for a Water Resources Manager instead, whereas the Public Works Director could take on the City Engineer duties and shed the Water Resources Manager duties to that new position; and

WHEREAS, despite months of recruitment, the City has received no applicants for the Water Resources Manager position; therefore, staff updated the recruitment for a Water Resources Manager utilizing the City Engineer classification (salary range) and received one qualified application, and has made a conditional offer which the applicant has accepted; and

WHEREAS, as part of the FY 2024-25 Adopted Budget Position Allocation – Exhibit B, the City Engineer position allowed for flexible staffing; and

WHEREAS, staff recommends this be implemented to fill the Water Resources Manager position in lieu of filling the City Engineer position and amending the Water Resources Manager position classification as well; and

WHEREAS, the new salary schedule for the afore-referenced classification will be reflected in a future amendment to the FY 2024/25 Classification and Compensation Plan.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Soledad hereby approves the new salary range for the Water Resources Manager Classification as follows: Range 88 of the Unrepresented/Confidential Salary Schedule. The Council further ratifies any and all actions taken to implement said approval from the effective date of December 7, 2024.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 4th day of December 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
STAFF REPORT

SUBJECT: **Resolution No. 6182, A Resolution of the City Council of the City of Soledad Approving the Application for the Whale Tail Competitive Grants Program for $48,788 and Authorizing the City Manager to Execute Said Application on Behalf of the City of Soledad**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6182, "Approving the application for the Whale Tail Competitive Grants Program for up to $48,788 and authorizing the City Manager to execute said application on behalf of the City of Soledad".

Executive Summary

Providing opportunities for recreational programming for Soledad's Senior population has been a priority of the Soledad Parks and Recreation Department (SPR). The Whale Tail Competitive Grants Program would provide valuable funding to allow the growth of the already implemented SPR Senior Travel Program and provide the opportunity to those in Soledad that might not otherwise be able to afford to participate. The Parks and Recreation Department applied in the 2023 cycle but did not receive the award. After seeking and receiving feedback regarding the application from reviewers for the Whale Tail Grant, staff has reworked the application and submitted a new application for the 2024 cycle. Applications were due on November 4, 2024, and Townsend Public Affairs, Inc. submitted the new application for $48,788. The California Coastal Commission allows the Council to retroactively approve the grant application through a resolution as long as it is submitted by December 30, 2024.

Background

The California Coastal Commission started the Whale Tale Competitive Grants Program in 1998. The funds support projects that connect the public to the California Coast and its watersheds through experiential education, stewardship, and outdoor experiences.

The available grants range from $20,000 to $50,000 and focus on reaching communities historically receiving fewer marine education and stewardship opportunities. The Parks and Recreation Department applied in the 2023 cycle but did not receive the award. After seeking and receiving

feedback regarding the application from reviewers for the Whale Tail Grant, staff has reworked the application and submitted a new application for the 2024 cycle.

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. Programming for seniors was expressed to be a priority for the City Council and community. In building senior programming capacity, SPR has created social and active programs like the SoCo Social Luncheon, Bingo, Monterey County Health Department collaborative cooking classes, and art classes.

The City will be able to enhance and expand the SPR Senior Travel Club through the Whale Tail Grant. Currently, the program has provided 3 trips to the Monterey area and has hit the capacity to serve, with additional participants on a waitlist that could not be served. Through additional funding provided by this grant, this program will take a group of seniors on various outings throughout the area to explore and experience outdoor spaces and other new environments. If the City of Soledad were to receive the Whale Tail grant, the SPR Department would plan and implement up to four (4) outings each year over a two-year period, for a total of eight (8) experiences. Between 20 to 40 seniors and their caregivers or family members would be invited to attend each outing. Funds would cover the cost of admission, transportation, food, and staffing. In addition to the travel element of the program, area seniors would also participate in an art component. The Senior Travel Club would be a welcome addition to SPR's senior programming allowing the City to offer unique experiences to our growing senior population who otherwise would not have access to these opportunities in the region.

Financial Considerations

Costs associated with preparing the City's Whale Tails 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 which is set at $48,788.

Alternatives

- Approve the Resolution as recommended.
- Do not approve the Resolution and provide other direction to

Planning/CEQA

The submission of an application to the Whale Tails Grant for senior 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 No. 6182
Whale Tail Grant Application

RESOLUTION NO. 6182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE APPLICATION FOR THE WHALE TAIL COMPETITIVE GRANTS PROGRAM FOR $48,788 AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID APPLICATION ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the California Coastal Commission developed the Whale Tail Competitive Grants Program, which funds projects that connect the public to the California Coast and its watersheds through experiential education, stewardship, and outdoor experiences; and

WHEREAS, The City of Soledad Parks and Recreation Department (SPR) provides recreational opportunities for the community that include experiential educational programs; and

WHEREAS, programming for seniors has been expressed as a priority for the City Council and accordingly SPR has been increasing social and active programs like the SoCoSocial Luncheon, Bingo, Monterey County Health Department collaborative cooking classes, and art classes; and

WHEREAS, through the Whale Tail Competitive Grants Program, SPR would be able to launch the SPR Senior Travel Club and take a group of seniors on various outings throughout the area to explore and experience outdoor spaces and other new environments.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad approves the application for the Whale Tail Competitive Grants Program for $48,788 and authorize the City Manager to execute the application 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 December 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 WHALE TAIL® Grant Application

Cover Sheet

Name of Applicant Organization: City of Soledad
WHALE TAIL® Grant Request: $48,788
Total Project Budget (if larger than Grant Request): $48,788
Name and Title of Contact Person: Jessica Potts, Parks and Recreation Director
Email (where you will receive grant notifications): jpotts@cityofsoledad.com
Organization Mailing Address: 248 Main Street, Soledad, CA 93960
Telephone: 831-223-5000
Website: https://www.cityofsoledad.com/
Project Title: City of Soledad Senior Outdoor Adventure Program
Brief Project Summary. No more than 3 sentences, focusing on WHAT you propose to do (*not* WHY): The City of Soledad is requesting Whale Tail grant funding to implement the Senior Outdoor Adventure Program and provide up to eight trips to 40 Seniors and their caregivers to coastal outdoor experiences and environments. Each trip will serve 40 people over a two-year performance period. The Program will also bring a local artist to lead a session where participants can paint a canvas inspired by what they've seen on their trips to be joined together as a mural in the community center.
Location(s) of the community(ies) you will engage: Soledad, CA
Number of people who will be directly reached by the project: 320

Project Start Date: April 1, 2025	Project End Date: March 30, 2027

The Project Start and End Dates are the dates of your grant-funded project. Grant project tasks must begin between March 19 and June 30, 2025, and end by April 15, 2027.

Which describes your organization? (Mark all that apply)

- ☐ Non-profit corporation
- ☒ Government entity
- ☐ CA Native American Tribe
- ☐ Project of non-profit fiscal sponsor
- ☐ Public school

Where/how did you find out about this grant program? Grants.ca.gov
Name and title of person submitting proposal (May be same or different from Contact Person): Megan Hunter, City Manager

Signature of person submitting proposal: Megan Hunt
Date: 11/4/24

APPLICATION QUESTIONS

WHO

1. Organization's History

The City of Soledad is a small city in Monterey County, California, with a population of 24,190 with 79% of the population identifying as Latino/Hispanic on the 2020 census, according to US Census Bureau Data, a statistic that is also almost double the Statewide average (39.4% Hispanic-identifying population). As a historically underserved and disadvantaged community with high poverty rates, the City of Soledad must seek additional funding for its community betterment and outreach efforts which will enable the City to provide for accessibility and inclusivity. The City's population is largely classified as Disadvantaged by State metrics, with over 2,655 households classified as Disadvantaged according to the US Department of Water Resource's DAC Mapping tool, and a poverty rate of 20.1% -- a number that significantly exceed both the Monterey County average (12.1%) and the California State average (12.3%). As a "Small Town with Big Ideas," the City's mission is to serve our community and improve the quality of life while celebrating our heritage and diversity.

The City of Soledad built the Soledad Community Center in 1993 and entered into a contractor relationship with the YMCA for almost 30 years. Listening to the community's desire to access a broader range of recreational programming, the city went to the voters with a .05% sales tax measure in 2020 to create a Parks and Recreation Department dedicated to fulfilling that need. In 2021, with the passing of Measure S, the City of Soledad created and opened the City of Soledad Parks and Recreation Department, housed in the newly renovated Soledad Community Center. The Department's focus is to provide various recreational and social programs for the community, from athletics to arts, culture, and social opportunities for all ages.

2. Participants

This project will specifically target outreach to our low-income Senior residents, their families (including children and grandchildren), and caregivers. The anticipated number of participants will be 40 participants per trip, with a planned eight trips over the two-year grant period (one trip every three months) reaching approximately 320 residents. The City's population is nearly 80% Latino identifying, so programming, outreach, and materials will all be conducted in English and Spanish. Seniors in Soledad are increasingly facing financial, quality of life, economic obstacles; despite the City's proximity to the coast (only 41 miles away from Monterey, or 48 minutes by car), the limited public transportation offerings and economic insecurity of the older portion of our residents means that many go all of their lives without visiting the ocean and larger coastal environment. This opportunity will not only gather our low-income Seniors in the community and afford them outdoor recreation opportunities they are increasingly closed off from with age, but it will also incorporate environmental stewardship education and provide mental relief through social activities, imbuing their lives with meaning, purpose, and a lasting appreciation for California's Central Coast.

All programming will be adaptable and flexible to account for the varying mobility needs of many seniors, with over a third of Senior individuals in the United States facing disabilities or overall mobility challenges. Many residents also deal with food insecurities, including senior residents. All programming will account for this, incorporating consideration for mobility aid devices, adaptable exercises/recreation activities to account for the variety of needs, and meals on all the trips. This will allow the participants and their families to participate without fear or anxiety of inaccessible

programming or activities. Each trip will provide a unique opportunity for people 60 and over to participate, with at least one trip having a multigenerational theme, and encouraging the seniors to include a child or grandchild to also attend. This program will offer multigenerational environmental stewardship education and allow youth and grandparents/seniors alike to share in wonder of the coast and the natural world.

Recruitment will occur in a variety of ways. The City will host a personal presentation at the monthly South County Senior Social (on the second Tuesday of every month). This social serves 50 local seniors, many of which are low-income, and regularly connects seniors with community resources and programming offerings. Likewise, City Staff will take flyers to local senior housing sites and deliver them door to door, speaking face-to-face with residents about the program. Many of our senior residents are not able to attend social events or log onto social media, so going door-to-door is a vital component to reaching our community members and informing them about the program's offerings. Additionally, the City will also post on social media, on the City website, and in community newsletters about the event, and send out an email blast regularly to 1,500 registered addresses informing residents about the program.

3. Organization and Staff

Program staff will comprise of the City's local parks and recreation workers, who have been working alongside the local senior population for years, and as part of the current program offering provided by the City's Parks and Recreation Department. The City's team has extensive experience working alongside senior residents, both in hosting regular Senior classes and social activities, and in coordinating Senior outreach through the South County Senior Social. The key staff on this program will be:

1. Priscilia Rodriguez, Recreation Supervisor
    a. With over 10 years in the recreation field, Priscilia brought her experience creating programs and working with the City of Santa Cruz senior population to Soledad.
    b. Priscilia will work with Gina to plan, promote, register and implement the program. She will take leadership during the field trip to ensure schedule and organization of the program.
2. Rolando Aguilar, Recreation Coordinator
    a. Rolando will be the ongoing lead with oversight and leadership from the Recreation Supervisor. As the Arts, Culture, and Senior Services Recreation Coordinator, Rolando has experience working with seniors and has led three senior travel experiences for the City.
3. Gina Gudino, Recreation Program Assistant.
    a. With over 2 years of experience in recreation, Gina has helped to implement Senior programs for SPR.
    b. Gina will help to plan, promote, register and implement the program. She will build and maintain the schedule, contact the venues, and make all the arrangements.

The City will also bring in one or two additional staff members, depending on the participants' needs. All staff are trained Parks and Recreation staff members to assist in program facilitation and implementation. The Recreation Coordinator, Recreation Program Assistant, and two additional staff are anticipated for each trip to assist and guide participants.

The Soledad Parks and Recreation Department is dedicated to providing diverse year-round recreation and open space experiences that promote healthy lives, healthy minds, and a healthy community through the preservation of park settings, recreational facilities and programs for the community of Soledad and the Salinas Valley at large.

4. Partners

The City has partnered with the Wahine Project for trips to the Monterey Bay Aquarium and to Carmel Beach. The Wahine Project focuses on ocean safety and ocean recreation to develop a sense of social responsibility and environmental stewardship with participation in sports and other events in and around the ocean.

WHY

5. Why are you proposing this project?

As the US population rapidly ages and faces financial insecurity, incorporating Senior oriented, focused outreach initiatives is critical for the overall quality of life for our residents and our larger community. Many families living in Soledad are low-income and cannot visit many of the natural and educational resources around the City – which are located within a reasonable driving distance away. Seniors are even more unable to enjoy these experiences independently due to limited budgets, lack of transportation, less socialization and, for some, the physical inability to get out. Research has shown that interaction with nature, and spending more time outdoors can help a person to live a longer, healthier, happier life. Environmental stewardship initiatives are also critical to gain community "buy-in" to caring for and nourishing our natural world, and for many Seniors who are unable to experience many outdoor recreations available to other residents, structured, focused trips that account for their demographic's unique needs will allow them physical, cognitive, emotional, and personal benefits, leaving them more fulfilled and caring for the environment in the years to come. This has been a stated need among the City's older community members during conversations at the Senior Social luncheons, with City Staff noting that many of them express the desire to visit new places, especially the neighbouring coastline despite many of their transportation and mobility challenges as older adults.

The intergenerational focus of two or more trips originated from community input, with many of our Senior residents expressing that they would like to experience activities on the coastline alongside their family members and caregivers, who may also lack accessibility to these beautiful natural resources. This intergenerational exchange fosters a sense of continuity and allows seniors to share their knowledge and experiences. The educational programming about the marine and coastal environment would then be shared with younger and middle-aged residents to create a lasting, positive natural experience. Incorporating environmental stewardship and caretaking fosters a positive emotional outlet for addressing concerns about environmental and climate resiliency issues, helping seniors feel more optimistic and hopeful. This sense of belonging can reduce feelings of isolation and boost mental and emotional health.

The City is also working in tandem on a similar, but separate targeted youth outreach and natural programming trips projects, which will also bring youth to natural and marine resources in our community. In this way, through Whale Tail Grant funding, if awarded, the City will be able to expand these offerings to another critically underserved people group: our low-income senior population.

WHAT AND HOW

6. Goals and Objectives

- Goals:
    - Low-income Seniors will learn about environmental and coastal stewardship and their impact through interactive exploration.
    - Participants and their caregivers will engage in eight field trips to natural resource destinations.
    - Participants will experience a meaningful coastal experience.
- Objectives
    - 40 seniors and caregivers will participate in a field trip to an ocean environment up to eight times, reaching a total of 320+ community members, specifically encouraging participation from low-income seniors.
    - Two trips will provide a multi-generational interactive experience.
    - All trips will include educational programming and environmental stewardship components.

7. Project Description

The Soledad Parks and Recreation Department will implement eight trips to various ocean locations for up to 40 seniors 60+ and their caregivers, quarterly, over a two-year period. Each year, one of the trips will have a focus on providing a trip that includes multi-generational family members. The trips will be provided at no cost to the seniors, through grant funding, and will include transportation, venue admissions, and two meals per trip. These will be day trips to various locations along the Monterey County coastline. All trips will be over the course of a day, with an expected two to four hours of shuttled travel to and from Soledad to the destination.

The day activities will include two meals (two hours total) and an additional five to seven hours of recreational opportunities. This will include hands on coastal education/stewardship workshops, sea-life identification lessons/educational workshops, round table conversations on climate coastal needs and stewardship, games and other physical, senior-friendly activities, a break time to allow for individual enjoyment of the coastline, and other programmatic elements to ensure a holistic, well-rounded experience of the coast.

There will also be two art project events led by a local artist. Participants will get to learn from the local artist, paint a canvas with an ocean scene inspired by what they have seen during their trips to encourage reflection and collaboration. Their finished products would join together to create a mural on one of the walls in the City's community center. A description of the mural, along with credit to the grantor, would be posted on the wall and promoted on the City's social media and newsletters.

These are the planned destinations for each trip:

1. Monterey Bay Aquarium, Cannery Row
2. Elkhorn Slough & Moss Landing Beach
3. Pacific Grove Monarch Sanctuary & PG Natural History Museum
4. Monterey Whale Watching and Fisherman's Wharf

5. Seal Beach and Coastal Discovery Center, San Simeon
6. Ventana Wilderness Sanctuary, Carmel Beach
7. Half Moon Bay, Monterey Bay National Marine Sanctuary
8. Monterey Bay Aquarium, Cannery Row

Participants will meet and travel to various nature-focused destinations. Leaving at 7:00am and returning around 5:00pm, participants will receive breakfast and lunch and be transported on a 40-passenger bus. They will explore and tour locations that will immerse them in ocean and marine environments. All programming and travel accommodations will account for mobility needs, accessibility concerns, and linguistic barriers of our senior residents. Programming will be culturally relevant and be structured using the educational initiatives of each proposed destination (ie. Monterey Bay Aquarium fliers/workshops and resources).

For the Monterey Bay Aquarium trips, participants will travel with staff to the Aquarium where they will become immersed in the vibrant underwater ecosystems of the Monterey Bay. Exploring the world-class exhibits, participants will learn more about sustainability, conservation, and the importance of healthy oceans in our lives and environments. After a thorough exploration of the underwater world, participants explore Cannery Row and take in its picturesque charm and history while enjoying a treat from one of the many boutique shops.

At the Elkhorn Slough and Moss Landing Beach, participants will learn about the delicate salt marsh ecosystem and the hundreds of species that call the estuary home. Conservation is a high priority in the area, and participants will see first-hand the restoration work that has been done to preserve the sanctuary.

The Pacific Grove Monarch Sanctuary is an incredibly unique experience for participants where monarch butterflies cluster together every year. Learning about threatened species is a critical component of environmental stewardship, and the Sanctuary is a prime place to expose participants to the efforts made to restore the migratory monarch butterfly population. The Pacific Grove Museum of Natural History is another great destination for learning about conservation, scientific literacy, and stewardship with exhibits about local animals and the community's rich history.

At the Monterey Bay Whale Watch at Fisherman's Wharf, marine biologists lead boat tours to observe whales, dolphins, and other marine wildlife off California's Central Coast. The natural history and biology of marine wildlife is crucial for educating about ocean conservation. Participants will be able to see the great ecological diversity of the area and come away with a greater appreciation for the Monterey Bay and its marine life.

San Simeon is home to the famous elephant seal where visitors can learn about the population recovery of the seal and the protection they receive. This area showcases both natural and man-made coastal wonders that educates visitors about the history of San Simeon Bay and the thriving wildlife there. With interactive exhibits and education programs, participants will enjoy the extensive work of the Monterey Bay National Marine Sanctuary to protect California's central coast.

The Ventana Wildlife Society prides itself on maintaining several wildlife sanctuaries to educate the public about habitat conservation and species recovery, particularly the California Condor. This trip will educate participants about bird species and the restoration of several species with their partner

programs. Afterwards, participants will visit the beautiful Carmel Beach to take in the scenery, fun activities, and scenic paths.

At Half Moon Bay, participants will learn from the Monterey Bay National Marine Sanctuary about the importance of maintaining a healthy ocean environment. The Sanctuary contains extensive kelp forests and one of North America's largest underwater canyons housing an incredibly diverse marine ecosystem. Participants will also learn about the importance of human interaction with nature. Half Moon Bay is also home to plentiful open space, farm land, and has a historic Main Street where visitors can learn more about the Central Coast's history.

8. Project Future and History

Soledad Parks and Recreation has provided a pilot trip to Monterey, CA and Lover's Point Beach to eight seniors. However, the City was not able to fully subsidize the program to the participants, and it was not free for them or their caretakers to participate. The eight seniors who attended were very positive about the experience, and stated that they feel similar subsequent trips could be incredibly beneficial to them and similar residents, but that budget constraints would make it difficult for them or others to participate without rebates or monetary incentives. Whale Tail Grant funding, if awarded, would allow the future proposed trips to be offered at no cost to participants, to allow our most disadvantaged and low income community members to participate without financial burden on them, their caregivers, or their families. This would be the first Whale Tail grant awarded to the City. If funded, the City would like to continue such trips post grant performance period, but would have to explore long term funding alternatives to allow the program to continue in perpetuity and become a fixture of our community for our senior residents and their families. An established record of need and experience will better enable the City to seek funding and partnerships to continue to deliver services while expanding programs for community enrichment.

Over the past year, the City's Parks and Recreation team has taken senior participants on another three trips. The first trip took six participants to Monterey where they explored Fisherman's Wharf, visited Pacific Grove Beach, and shopped around the Alvarado Farmer's Market. The second trip took seven attendees in partnership with the Wahine Project. This time they visited the Monterey Bay Aquarium and enjoyed lunch together. The third trip took eight attendees to the Carmel Mission, the Carmel Valley Farmer's Market, and the Carmel Barnyard, but there were an additional eight waitlisted that could not be accommodated due to a lack of transportation. These trips are evidently popular and there is room for growth with assistance increasing capacity. Participants expressed they enjoyed the excursions and would return.

9. Tracking and assessing your impact

Grant success and outcomes will be evaluated by participant counts, surveys offered on each trip, repeat participants, and participant feedback. It will also be a discussion and promotion topic as part of regular Senior community member meetings to garner outside community member input on their needs in shaping the program as well.

10. Permits

None.

WHEN

11. Task timeline

April 2025: Public Outreach and Marketing
April 2025: Trip Planning
May: 2025: First Trip
June-July 2025: First Trip Debrief and Ongoing Scheduling
Every Three Months from May 2025 – March 2027 another trip will occur quarterly. The City will monitor each trip and incorporate resident feedback to improve and evolve the program to meet residents' needs. Planning for each trip will occur throughout the full grant duration and will include coordination of location, registration needs. The art project events led by a local artist will take place once per year at the end of each program cycle.

ADDITIONAL DOCUMENTATION (THE FOLLOWING ITEMS ARE NOT INCLUDED IN THE 15-PAGE LIMIT):

12.Budget

See below.

13. Authorization

Resolution will be submitted by December 31, 2024.

14. Proof of tax status

Not applicable.

15. Leadership

Mayor Anna Velazquez
Mayor Pro Tempore Maria Corralejo
Council Member Fernando Cabrera
Council Member Fernando Ansaldo-Sánchez
Council Member Evarista Bañuelos
Megan Hunter, City Manager
Jessica Potts, Parks and Recreation Director

16. Organization Budget

As a government agency, the City will not provide the annual budget per grant guidelines.

17. Letters of Support and other supporting materials (*OPTIONAL*)

WHALE TAIL® GRANT PROJECT BUDGET FORM

PERSONNEL EXPENSES REQUESTED (Rate and # of hours for each position)

Job title #1: Recreation Supervisor		
Rate ($/hour): $38.63	Time (hours): 10	Total (Rate x Time): $386
Job title #2: Recreation Coordinator		
Rate ($/hour): $29.54	Time (hours): 81	Total (Rate x Time): $2,393
Job title #3: Recreation Program Assistant		
Rate ($/hour): $21.84	Time (hours): 81	Total (Rate x Time): $1,769
Job title #4: Recreation Lead II		
Rate ($/hour): $18.02	Time (hours): 66	Total (Rate x Time): $1,189
Job title #5: Recreation Lead II		
Rate ($/hour): $18.02	Time (hours): 66	Total (Rate x Time): $1,189

(Add additional positions as needed. Include title, rate, hours, and $ amount.)

Total Benefits requested [(1)]: $0

1. Total Personnel Expenses requested (all positions plus benefits): $6,927

OPERATING EXPENSES REQUESTED[(2)]

Supplies/Materials: $1,200
Art supplies (canvas, paint, brushes, art instruction) for seascape mural painting class for 40 participants.
Travel [(3)]: $18,295
40 person passenger bus for eight trips.
Food[(4)]: $9,600
Breakfast and lunch, or lunch and dinner (dependent on time of departure and return) for 40 attendees for 8 trips at $10 per breakfast and $20 per lunch/dinner. Waters and light snacks for travel time.
External Contract(s): $0
N/A.

Other operating expenses:

Type of expense: Admission fees @ 40 attendees	Amount requested: $12,116
Type of expense:	Amount requested: $

(Add additional types of expenses as needed, with dollar amount for each.)

---

[1] ***Pay rates and benefits*** *reflect actual rates. Benefits may not exceed 55.34% of amount requested for wages.*

[2] ***Grant funds can't purchase*** *vehicles, insurance, prizes, incentives, gift cards, cash gifts, or items that will be sold.*

[3] ***Use of owned vehicles*** *are reimbursed at the federal rate, currently 67 cents/mile. Rented vehicles are reimbursed for rental fee and gas. Travel to or from outside California is not eligible for funding by this grant.*

[4] ***Maximum reimbursement for food*** *is $20 per person per meal. No tips are reimbursed for food that's not part of overnight travel. Any food in the grant budget must be essential to the success of the project.*

[5] ***Indirect costs*** *are limited to 10% of Total Personnel Expenses and include, for example, a pro rata share of rent, utilities, and salaries for certain positions indirectly supporting the proposed project but not directly staffing it.*

2. Total Operating Expenses requested: $41,211

3. Indirect Costs/Overhead requested[5]: $650

Total Budget Request (add 1, 2, and 3): $48,788

TOTAL PROJECT BUDGET FORM

ONLY complete this form IF Project Budget is LARGER than your Grant Request. In the spaces below, note the TOTAL amounts needed to complete your entire project.

TOTAL PROJECT PERSONNEL EXPENSES

1. Total Personnel Expenses for this project (all positions plus benefits): $

TOTAL PROJECT OPERATING EXPENSES

Supplies/Materials: $
Travel: $
Food: $
External Contract(s): $

Other operating expenses:

Type of expense:	Amount: $
Type of expense:	Amount: $

(Add additional types of expenses as needed, with dollar amount for each.)

2. Total Operating Expenses for this project: $

3. Total Indirect Costs/Overhead for this project: $

Total Project Budget (add 1, 2, and 3): $

Please answer the following questions in the box below:

Have you already secured the additional funds (beyond the grant request) needed to complete your project? If not, what is your plan to secure them?

AGENDA ITEM NO. 15.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6183, A Resolution of the City Council of the City of Soledad Approving the Purchase of Getac Body Worn Cameras and Cloud Storage in an Amount not to Exceed $60,000 from PCN Strategies, Inc. and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad**

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

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6183, "A Resolution of the City Council of the City of Soledad Approving the Purchase of Getac Body Worn Cameras and Cloud Storage in an Amount not to Exceed $60,000 from PCN Strategies, Inc. and Authorizing the City Manager to Execute Said Contract on Behalf of the City of Soledad".

Executive Summary

Since 2014, the Soledad Police Department has implemented body worn cameras. These cameras were switched to Wolfcom a few years later as technology advancements were made. Today, the Wolfcom Cameras are towards the end of life and are beginning to fail. Wolfcom is no longer one of the industry leaders and the cameras require significant storage on a server, and are not user friendly. After conducting research and considering costs, the Soledad Police and IT Departments determined that Getac body worn cameras would be the best option. PCN Strategies, Inc., the preferred Getac vendor provided quotes based on no bid pricing through Omnia and Sourcewell for $52,393.46. However, IT may need slight changes to these quotes, which could result in an increase to the price. Therefore, staff is seeking authorization to enter into a purchase agreement for an amount not to exceed $60,000, which is the amount set aside from the American Rescue Plan Act (ARPA) for this purpose.

Background

The Soledad Police Department (SPD) first implemented body worn cameras in 2014. Over the years, the cameras have been replaced with technology advancements. They have been a critical tool in crime fighting and department training and accountability. SPD is currently using Wolfcom cameras, which are at the end of life and have started to fail. Recently the web server component of Wolfom failed

requiring IT to scramble to get the body worn cameras operational again with little support from Wolfcom customer service. For these reasons, SPD Officers have begun to re-evaluate Wolfom and look for alternatives.

On September 4, 2024, with the ongoing issues with body worn cameras and the desire to potentially install dash cameras, staff sought approval from the City Council to use up to $60,000 of ARPA funds for this purpose. The City Council approved this use for ARPA funds with an expenditure deadline on December 31st.

Review & Analysis

With the allocation of $60,000 in ARPA funds, the City has an opportunity to update the body worn cameras to ensure they continue to function properly to protect officers and the public. The current Wolfcom cameras are beginning to fail and it is important to embrace the newest technology while remaining price sensitive. After conducting significant research, SPD and IT settled on the Getac cameras. Although many jurisdictions have Axon body cameras, these are much more expensive than the Getac cameras and involve expensive annual software plans. For this reason, the City settled on Getac. Getac also is compatible with TrackNet, which is the primary system used by SPD.

Officers were able to test the Getac cameras for almost 30 days and found them to be durable and user friendly and easily uploaded to the cloud. IT also evaluated the Getac system and found them easy to use with less reliance on internal IT support due to the cloud storage. With onsite storage, IT has had to spend a lot of time coordinating with Wolcom to ensure the cameras are working and was dissatisfied with Wolcom's customer support. For security purposes, IT also preferred the cloud storage provided by Getac. This will reduce future expenditures on city servers.

The quotation would includes 25 body worn cameras and mounts, 10 Bluetooth trigger boxes, cloud storage, set up and training, and a 5 year warranty. The City would be responsible for an annual expenditure of $8,100 for cloud storage after the first year. This is a more secure option to store this sensitive footage and why police departments are shifting to cloud storage.

PCN Strategies, Inc. (PCN) is the Getac preferred vendor. When SPD reached out to Getac, they were referred to PCN for a quote on the body worn cameras. PCN uses both Omnia and Sourcewell for purchasing, guaranteeing government agencies the best price to alleviate the need to go out to bid. The City participates in both systems and the quotation of $52,393.46 reflects this. Because there may be a few revisions to the quotation, staff is seeking authorization to expend up to $60,000 if necessary. This was the amount of ARPA the Council allocated for this purpose. If approved, this expenditure can be made by the December 31, 2024 ARPA deadline.

Financial Considerations

On September 4, 2024, the City Council approved an allocation of up to $60,000 from the American Rescue Plan Act (ARPA) for the purchase of body worn cameras and dash cameras for the Soledad Police Department. PCN Strategies, Inc., the preferred Getac vendor provided quotes based on no bid pricing through Omnia and Sourcewell for $52,393.46. However, IT may need slight changes to these quotes, which could result in an increase to the price. Therefore, staff is seeking authorization to enter into a purchase agreement for an amount not to exceed $60,000, which is the amount set aside from the American Rescue Plan Act (ARPA) for this purpose.

Alternatives

- Adopt the proposed Resolution.
- Do not adopt the proposed Resolution. This is not recommended as the City needs to quickly spend down ARPA and this technology will greatly enhance the City's public safety.

Planning/CEQA

The proposed Getac body worn camera purchase and cloud storage is not considered a project for CEQA purposes.

Public Notice Requirements

None.

Attachment(s):
Resolution No. 6183
Exhibit A - PCN Strategies, Inc Quote for Getac Cameras

Attachment 1

RESOLUTION NO. 6183

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE PURCHASE OF GETAC BODY WORN CAMERAS AND CLOUD STORAGE IN AN AMOUNT NOT TO EXCEED $60,000 FROM PCN STRATEGIES, INC. AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, the Soledad Police Department (SPD) first implemented body worn cameras in 2014 and over the years, the cameras have been replaced with technology advancements; and

WHEREAS, body worn cameras have been a critical tool in crime fighting and department training and accountability; and

WHEREAS, SPD is currently using Wolfcom cameras, which are at the end of life and have started to fail, leaving IT to scramble to get the body worn cameras operational with little support from Wolfcom's customer service; and

WHEREAS, for these reasons, SPD Officers have begun to re-evaluate Wolfom and look for alternatives with an urgency to facilitate the transition to ensure officers always have working cameras; and

WHEREAS, after conducting significant research and testing, SPD and IT settled on the Getac cameras because they are less expensive than their counterparts, durable, easy to use, and are compatible with TrackNet, which is the primary system used by SPD; and

WHEREAS, PCN Strategies, Inc., the preferred Getac vendor, provided a quote based on no bid pricing through Omnia and Sourcewell for $52,393.46, however, IT may need slight changes to these quotes, so staff is seeking authorization to enter into a purchase agreement for an amount not to exceed $60,000; and

WHEREAS, On September 4, 2024, the City Council approved an allocation of $60,000 from the American Rescue Plan Act (ARPA) for the purchase of body worn cameras or dash cameras for SPD; and

WHEREAS, it is recommended to use $60,000 of ARPA funds to cover the purchase of 25 body worn cameras and mounts, 10 Bluetooth trigger boxes, cloud storage, set up and training along with a 5 year warranty, and any necessary accessories.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Soledad, that the purchase of 25 body worn cameras and mounts, 10 Bluetooth trigger boxes, cloud storage, set up and training along with a 5-year warranty, and necessary accessories from PCN Strategies, Inc. is hereby approved based upon the quotation attached as **"Exhibit A"** and by reference incorporated herein in an amount not to exceed $60,000. Upon completion of the associated

contract documents to the satisfaction of the City Manager and City Attorney, the Council directs and authorizes the City Manager to execute said contract 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 December 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

PCN Strategies, Inc.
1420 K Street NW Suite 600
Washington, District of Columbia 20005
United States

Quotation (Open)
Quote # : 1020465 1 rev of 1
Modified Date: Nov 19, 2024 10:27 AM CST
Description: GETAC BWC w/ 5 yr BATTERY WNTY

Account Manager: Steve Crockett 202-480-4604
Email: steve.c@pcnstrategies.com
Government Contract: None - None

Customer Contact
Wasson, Damon
damon.wasson@cityofsoledad.gov
(P) (831) 223-5120

Customer
Soledad, CA Police Dept. (SC5148)
Wasson, Damon
236 Main Street
P.O. Box 606
Soledad, CA 93960
United States
(P) (831) 223-5120
(F) 831) 678-3575

Bill To
Soledad, CA Police Dept.
236 Main Street
P.O. Box 606
Soledad, CA 93960
United States
(P) (831) 223-5120
(F) 831) 678-3575

Ship To
Soledad, CA Police Dept.
236 Main Street
P.O. Box 606
Soledad, CA 93960
United States
(P) (831) 223-5120
(F) 831) 678-3575

Customer PO:	**Terms:** Undefined	**Ship Via:** FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
1	BC-04-4K - BWC DEVICE, 128GB + UHD/FHD/HD/WVGA, WIFI + GPS + BLE, 5 YEARS WARRANTY, 5 YEARS BATTERY WARRANTY Note: 5 YEARS WARRANTY, 5 YEARS BATTERY WARRANTY	OVWX4XXXXXX5 (9364694)	Yes	$1,420.44	17.38%	25	$1,173.53	$29,338.25
2	8 PORT MULTIDOCK (MD-04) INCLUDES 150W AC ADAPTER (US), 5 YEAR WARRANTY, Weight : 2389g, LAN (RJ45)	OD4C5U (9364697)	Yes	$1,234.66	15.69%	3	$1,041.00	$3,123.00
3	Body Worn Camera Magnetic (Double-Sided) Mount Note:	ORB363 (6707211)	Yes	$79.00	4.39%	25	$75.53	$1,888.25
4	BODY WORN CAMERA BLUETOOTH TRIGGER BOX, 5 YEAR WARRANTY	OTX15X (9364687)	Yes	$234.46	15.68%	10	$197.69	$1,976.90
5	Getac Cloud - Monthly Plan 2 (Cloud 30G, SW maintenance)	OUA02X (5147435)	Yes	$39.00	31.62%	300	$26.67	$8,001.00
6	Getac Video Solution - Remote Setup, Configuration, or Pre-Testing - Per day	OZX04X (5147458)	Yes	$1,400.00	11.43%	1	$1,240.00	$1,240.00
7	Getac Video On-Site Training - Per day	OZX07X (5147456)	Yes	$2,700.00	11.48%	1	$2,390.00	$2,390.00

*These items are custom□built and are not returnable once ordered.

Subtotal:	**$47,957.40**
Tax (9.2500%):	$4,436.06
Shipping:	$0.00
Total:	**$52,393.46**
(List Price:	*$59,334.58)*

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6179, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with Monterey Peninsula Engineering for the Amount of $323,500 Plus a 20% Contingency ($64,700) for a Total Not-to-Exceed Amount of $388,200 for the Front Street Maintenance Project and Authorizing the City Manager to Execute said Contract Change Order on Behalf of the City of Soledad**

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

FROM: **Don Wilcox, Public Works Director/City Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6179, "A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with Monterey Peninsula Engineering for the Amount of $323,500 Plus a 20% Contingency ($64,700) for a Total Not-to-Exceed Amount of $388,200 for the Front Street Maintenance Project and Authorizing the City Manager to Execute said Contract Change Order on Behalf of the City of Soledad".

Executive Summary

As part of the ongoing Front Street Maintenance Project, the project scope includes incorporating enhancements to the project such as decorative crosswalks, art, landscape lighting and an overall planting refresh in addition to the main tree replacements, concrete and asphalt core elements of the project in order to upgrade the aesthetics of Front Street as well as the hardscape portions. This CO#2 adds decorative crosswalks, covers unforeseen tree removal costs and enables re-use of the removed old asphalt grindings.

Background

On May 15, 2024, City Council approved a contract for Construction Services with Monterey Peninsula Engineering (MPE) in the total not-to-exceed amount of $3,916,245 for the Front Street Maintenance Project.

As described during the award of the contract for construction services with MPE for the Front Street

Maintenance Project, the project scope also includes incorporating enhancements to the project such as decorative crosswalks, art, landscape lighting and an overall planting refresh in addition to the main tree replacements, concrete and asphalt core elements of the project in order to upgrade the aesthetics of Front Street as well as the hardscape portions.

On November 6, 2024, City Council approved Change Order #1 with Monterey Peninsula Engineering (MPE) for a total not-to-exceed amount of $147,000 to install two 4-inch conduits at three selected locations along Front Street to provide future power to the city-owned parcels.

Review & Analysis

This Change Order #2 adds stamped asphalt crosswalks to the project at the intersections of Encinal, Main, Soledad, Kidder and East St. with a diagonal herringbone pattern in colonial brick color with a 12-inch wide, smooth border in light grey on each side of the crosswalks.

This Change Order #2 also includes the removal of metal grates that had grown into the trunk which required the contractor to stop work during tree removal and perform the stump removals utilizing a cork-screw attachment on an excavator instead of using a traditional stump grinder.

The Front Street Maintenance Project will produce 600 tons of asphalt grindings to be hauled off as part of the base project. The City can re-use these grindings to improve dirt roads around the Rapid Infiltration Basins and other areas at the Soledad Water Reclamation Facility (WRF) to improve them to all-weather roadways. This Change Order #2 includes the spreading and compaction of approximately 600 tons of grindings at the Soledad WRF as well as the placement and compaction of previously stockpiled soil for the future parking area expansion. This element will be funded by Wastewater funds.

Additionally, Staff recommends a construction contingency as the contractor may encounter potential conflicts with unknown elements found during the above three activities. The 20% contingency in the amount of $64,700 will allow the project to proceed if any issues are encountered during construction.

Financial Considerations

This Contract Change Order is part of the Front Street Improvement Project and is to be funded by the allocation of the American Rescue Plan Act (ARPA) approved by Council earlier this year. Below is the project construction contract status:

$3,916,245 - Original Construction Contract Amount (including 5% contingency) Approved by Council May 15, 2024 – 100% Measure X funding

$147,600 – CO #1 (including 20% contingency) Approved by Council November 6, 2024 – 100% ARPA funding

$4,063,845 – Project Total previously approved (including CO #1, prior to this CO #2)

This Change Order:

Item #1 (PCO 001.2) – Metal in stumps
$12,000 – Measure X (412-0000-57000)

Item #2 (PCO 007) – Asphalt Grindings

$25,000 – Asphalt grindings hauled to Soledad (WRF) – WRF Funding (310-0000-57000)
$22,000 – Site prep, spread & compact grindings at WRF – WRF Funding (310-0000-57000)
$47,000 – Total Item #2

Item #3 (PCO 008) – Stamped Asphalt Crosswalks
$264,500 - Measure X (412-0000-57000)

$323,500 – This Change Order (Items 1-3 above)
$64,700 – 20% contingency
$388,200 – Total this CO #2 (including 20% contingency)

$4,452,045 – New Project Total including CO #1 & CO #2

Alternatives

- Approve the resolution as presented; or
- Modify the resolution; or
- Do not approve the Resolution. This is not recommended as these elements add aesthetically to the project, cover additional efforts needed during tree removal and repurpose asphalt grindings within the City instead of losing them.

Planning/CEQA

None required.

Public Notice Requirements

This 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.

Attachment(s):
Resolution No. 6179
Exhibit A - CCO No. 2

RESOLUTION NO. 6179

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONTRACT CHANGE ORDER FOR CONSTRUCTION SERVICES WITH MONTEREY PENINSULA ENGINEERING FOR THE AMOUNT OF $323,500 PLUS A 20% CONTINGENCY ($64,700) FOR A TOTAL NOT-TO-EXCEED AMOUNT OF $388,200 FOR THE FRONT STREET MAINTENANCE PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT CHANGE ORDER ON BEHALF OF THE CITY OF SOLEDAD

WHEREAS, on May 15, 2024, City Council approved a contract for Construction Services with Monterey Peninsula Engineering (MPE) in the total not-to-exceed amount of $3,916,245 for the Front Street Maintenance Project; and

WHEREAS, as described during the award of the contract for construction services with MPE for the Front Street Maintenance Project, the project scope also includes incorporating enhancements to the project such as decorative crosswalks, art, landscape lighting and an overall planting refresh in addition to the main tree replacements, concrete and asphalt core elements of the project in order to upgrade the aesthetics of Front Street as well as the hardscape portions; and

WHEREAS, on November 6, 2024, City Council approved Change Order #1 with Monterey Peninsula Engineering (MPE) for a total not-to-exceed amount of $147,000 to install two 4-inch conduits at three selected locations along Front Street to provide future power to the city-owned parcels; and

WHEREAS, this CO#2 adds decorative crosswalks, covers unforeseen tree removal costs and enables the re-use of the removed old asphalt grindings; and

WHEREAS, additionally, Staff recommends a construction contingency as the contractor may encounter potential conflicts with unknown elements found during the above three activities. The 20% contingency in the amount of $64,700 will allow the project to proceed if any issues are encountered during construction; and

WHEREAS, Staff recommends a construction contingency as the contractor may encounter potential conflicts performing this work while trenching across the street as it once used to be the old Highway 101 route before ultimately becoming Front Street and any utilities not caught in the USA (811 Request); and

WHEREAS, staff, therefore, recommends approval of a contract change order for Construction Services with MPE for the amount of $323,5000 plus a 20% construction contingency ($64,700) for a total not-to-exceed amount of $388,200 for the Front Street Maintenance; and

WHEREAS, this contract change order and construction contingency is to be funded by Measure X funds for the Metal in Stumps and Decorative Crosswalk elements, and by Wastewater funds for the Asphalt Grindings element; and

WHEREAS, this project is Categorically Exempt under Class 1 Existing Facilities, having met the qualifying criteria provided under CEQA Guidelines Section 15301.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the Council of the City of Soledad that a Contract Change Order for Construction Services with Monterey Peninsula Engineering in the amount of $323,500 plus a 20% Construction Contingency in the amount of $64,700 for a total not-to-exceed amount of $388,200, 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 December 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

11/15/2024

CONTRACT CHANGE ORDER

CCO Number	CIP Number	Change Order Requested by:		Project Name
2	T23-01	[x] Engineer	[ ] Contractor	Front St Improvements Project

CONTRACTOR: Monterey Penninsula Engineering (MPE)

You are directed to do the following described work not included in the plans and specification for this contract. **NOTE: this change order is not effective until all approval signatures are received.**

Change Required:

This change order incorporates all labor, equipment, and materials for the following Potential Change Orders (PCO's):

PCO_001.2 - Metal in Tree Stumps

Contract Price Increase : +$12,000.00

Contract Time Increase: 0 days

Description : During the removal of existing trees on Front St, the stumps were observed to have metal grates that had grown into the trunk. These metal grates were initially encountered while utilizing a grinder to remove the stumps and were not visible from the exterior of the tree. Due to the presence of the metal, the subcontractor (Reliable Tree Experts) was required to stop work, mobilize in a different piece of equipment, and perform the stump removals utilizing a cork-screw attachment on an excavator. This was a change to the mean and methods due to the unknown conditions and resulted in an additional 3 days of crew time to remove the stumps. Reference attached proposal from Monterey Peninsula Engineering dated November 11, 2024.

PCO_007 - Asphalt Grindings at Waste Water Treatment Plant (WWTP)

Contract Price Increase: +$47,000.00

Contract Time Increase: +2 calendar days

Description: Asphalt grindings from the Front St grind and overlay work will be hauled and stockpiled at the Waste Water Treatment Plant (WWTP) for future use in resurfacing all-weather roadways at the plant or other City locations. Stockpile will be pushed into a single neat pile at the location directed by WWTP staff. Work will also include the haul, spread, placement, and compaction of approximately 600 tons of grindings (4-inches thick and 12-ft wide). The scope will also include the placement and compaction of previously stockpiled soil for the future parking area expansion. Reference attached proposal from Monterey Peninsula Engineering dated November 6, 2024.

PCO_008 - Stamped Asphalt Crosswalks

Contract Price Increase: +$264,500.00

Contract Time Increase: +12 calendar days

Description: Adds 4-way stamped asphalt crosswalks to the project that will be installed on Front St at the intersections of Encincal, Main, Soledad, Kidder, and East St (2 only). Stamped asphalt crosswalks installation to be performed by Asphalt Impressions in TrafficPatternsXD thermoplastic with a diagonal herringbone in colonial brick color and a 12-inch wide, smooth border in light grey. Includes traffic control required to complete the work. Reference attached proposal from Monterey Peninsula Engineering dated November 15, 2024.

Cost Summary:		Comments
Original Contract Amount	**$ 3,729,756.75**	
Current Contract Amount	**$ 3,852,756.75**	
Current Change Order	**$ 323,500.00**	
Pending Revised Contract Amount	**$ 4,176,256.75**	

Net Cost of this Change Order: **$ 323,500.00** [X] increase [ ] decrease

Net Time for this Change Order: **14** [x] increase [ ] decrease calendar days

CHANGE IN CONTRACT PRICE		CHANGE IN CONTRACT TIME (Calendar Days)	
Original Contact Price:	**$ 3,729,756.75**	Original Contact Time:	**120**
Net Change from Previous Change Orders:	**$ 123,000.00**	Net Change from Previous Change Orders:	**0**
Net Change from this Change Order:	**$ 323,500.00**	Net Change from this Change Order:	**12**
New Contract Price:	**$ 4,176,256.75**	New Contract Time:	**132**

Construction Manager Approval (Wallace Group)		
SIGNATURE:	(PRINT NAME & TITLE) **Zachary Teske, Project Manager**	DATE **11/15/24**
City Manager's Approval		
SIGNATURE:	(PRINT NAME & TITLE) **Megan Hunter** **City Manager**	DATE
We the undersigned contractor, have given careful consideration to the change proposed and agree, if this proposal is approved, that we will provide all equipment, furnish the 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 price shown above.		
CONTRACTOR'S ACCEPTANCE (Monterey Peninsula Engineering)		
SIGNATURE:	(PRINT NAME & TITLE) **Peter Bruno** **Project Manager**	DATE 11/18/24

MONTEREY PENINSULA ENGINEERING
CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

November, 11th 2024

Zachary Teske
Wallace Group
Director of Construction Management
612 Clarion Court
San Luis Obispo, CA 93401
805–226-9132
Zacharyt@Wallacegroup.us

Re: Metal Tree Grates Conflicting with Tree Stump Removal - Revised

M.P.E. proposes to provide all labor, equipment, and materials as required to remove the tree stumps conflicted by unforeseen metal tree grates grown within the trunk located on Front Street.

Work to be Performed (Extra Work):

- Mobilize and demobilize the specialty equipment capable of separating the tree grates from the existing tree stumps
- Separate the metal tree grates from the existing tree stumps
- Dispose of unforeseen metal tree grate materials.

Notes:

- *This change is for the sole purpose of compensating the contractor for extra work caused by the unforeseen condition of metal being within the stump below grade.*
- *All inclusions, exclusions, and conditions listed on attached Subcontractor quotes shall apply.*

Total Change: $12,000.00

It is mutually agreed that for such change the contract price is **increased** by **$12,000.00** (Twelve thousand dollars and zero cents)
~~**(estimated 2 days necessary)**~~

M.P.E. specifically excludes the following items:

- Engineering, permits, and/or fees, other than included in original Contract
- All bonds, as-builts, and/or construction staking, other than included in original Contract
- All construction testing
- SWPPP installation and/or maintenance, other than included in original Contract
- Any items not specifically listed above

Please review the above cost proposal and, if acceptable, issue a change order for the work described. ~~In addition, we request a Contract Time Extension of two (2)~~ **working** day(s) ~~or two (2)~~ ~~**calendar day(s).**~~ If you have any questions, please feel free to contact me by phone at (831) 277-4191, or by email at peterbmpe@gmail.com

Sincerely,

Peter Bruno

Peter Bruno
Estimator / Project Manager

INVOICE

Date: 11/11/2024
Invoice #: RTM-00104

Reliable Tree Experts, Inc.
P.O. Box 2376
Berkley, CA 94702
510-558-2234

TO **Monterey Peninsula Engineering**
192 Healy Avenue
Marina,, CA 93933

RTE JOB #	RTE JOB NAME	TERMS	DUE DATE
PR0000302	Soledad Front Street Maintenance	Due Upon Receipt	11/11/2024

NOTES
COR II

ITEM #	DESCRIPTION	QTY	UNIT PRICE	LINE TOTAL	RETAINAGE
Tree Service	Stump Removals with metal contamination	1	12,000.00	$12,000.00	$0

Subtotal	$12,000.00
Sales Tax	$0.00
Total	$12,000.00
Total Amount Due	**$12,000.00**

Credit Card Number: _____
Credit Card Type:

☐Visa ☐ MC ☐Diners ☐ Amex ☐Discover

Expiration Date: _____

Card Holder's Name: _____

Signature: _____

Make all checks payable to Reliable Tree Experts, Inc

Thank you for your business!

MONTEREY PENINSULA ENGINEERING
CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

November, 6th 2024

Zachary Teske
Wallace Group
Director of Construction Management
612 Clarion Court
San Luis Obispo, CA 93401
805–226-9132
Zacharyt@Wallacegroup.us

Re: WWTP – Grindings Spread + Stockpile

M.P.E. proposes to provide all labor, equipment, and materials as directed in the email sent by Zachary Teske on 9/23/24 Re: Soledad Front St: WWTP Grinding Spead + Stockpile

Work to be Performed (Extra Work):

Grindings:

- Stockpile approximately 5,000tons of grindings from the Front St site at WWTP

Total: $25,000.00

Spread, Place Compact:

- Spread, place, compact approximately 600tons of grindings from stockpile at the WWTP as discussed in our site meeting.

Total: $18,500.00

Flatten Dirt Area:

- Use provided soil to flatten future parking area as discussed in our site meeting.

Total: $3,500.00

Notes:

- *All work to be performed at the direction of The City of Soledad*

(Estimated 2 days necessary)

M.P.E. specifically excludes the following items:

- Engineering, permits, and/or fees, other than included in original Contract
- All bonds, as-builts, and/or construction staking, other than included in original Contract
- All construction testing
- SWPPP installation and/or maintenance, other than included in original Contract
- Any items not specifically listed above

Please review the above cost proposal and, if acceptable, issue a change order for the work described. In addition, we request a Contract Time Extension of two (2) **working** day(s) or two (2) **calendar** day(s). If you have any questions, please feel free to contact me by phone at (831) 277-4191, or by email at peterbmpe@gmail.com

Sincerely,

Peter Bruno

Peter Bruno
Estimator / Project Manager



Front St Grinding Qty = 2,627 CY * 15% swell = 3,020 CY = 81,540 CF of grindings

Roadway Resurfacing = 12 ft wide * 4.0 inches * 1 LF = 3.99 CF of grindings need per LF of roadway

Total Grindings Used for Roadway Resurfacing = 1920 LF * 3.99 CF/LF = 7,661 CF placed

Remaining Grindings to be stockpiled = 73,879 CF / 27 CF/CY = 2,736 CY stockpiled

SCOPE #1: MPE to spread, moisture condition, and compact asphalt grindings on access road shown above at 12 ft wide by 4 inches deep.

SCOPE #2: MPE to stockpile remaining grindings at the location shown above.


Typical Roadway
to be resurfaced
12 ft



MONTEREY PENINSULA ENGINEERING
CONTRACTORS & ENGINEERS
P.O. BOX 2317
MONTEREY, CA 93942
(831) 384-4081

November, 15th 2024

Zachary Teske
Wallace Group
Director of Construction Management
612 Clarion Court
San Luis Obispo, CA 93401
805–226-9132
Zacharyt@Wallacegroup.us

Re: Stamped Asphalt

M.P.E. proposes to provide all labor, equipment, and materials as directed in the email sent by Tony Scalise on 11/12/24 Re: Front Street: Stamped Asphalt Plan.

Work to be Performed (Extra Work):

Stamped Asphalt:

- Stamp roughly 9165 SF +/- of asphalt per the revised plan on plan sheet C-22 and C-23
- Includes traffic control specific to that activity (daily traffic control, CMS boards, and placing of no parking signs prior to the activity)
- Includes 1.5% bond
- Unit price $28.86/SF

Total: $264,500.00

Alt #1 – Mock-Up:

- Provide a mock-up of the stamped asphalt pattern specified prior to performing the finish stamped product on the roadway
- Will not exceed 40 SF
- Includes 1 mobilization
- City must provide area for mockup
- Includes removal of mockup
- Includes 1.5% bond

Not accepted as part of CCO_02

Total Lump Sum: $15,000.00

Notes:

- *All work to be performed at the direction of The City of Soledad*
- *All inclusions, exclusions, and conditions listed on the attached subcontractor quote shall apply.*

(Estimated 11 days necessary)

M.P.E. specifically excludes the following items:

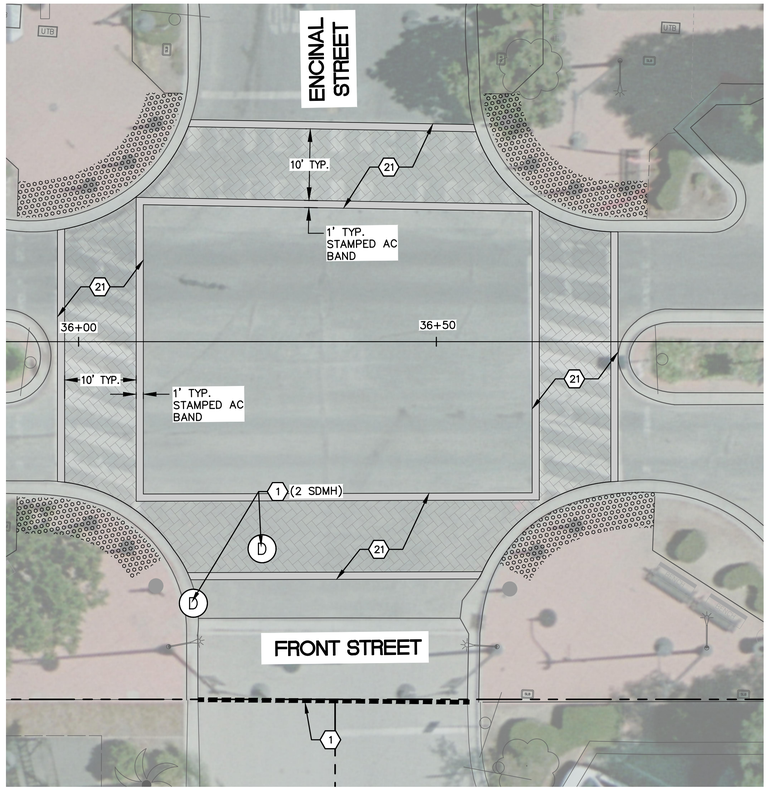
- Engineering, permits, and/or fees, other than included in original Contract
- All bonds, as-builts, and/or construction staking, other than included in original Contract
- All construction testing
- SWPPP installation and/or maintenance, other than included in original Contract
- Any items not specifically listed above

Please review the above cost proposal and, if acceptable, issue a change order for the work described. In addition, we request a Contract Time Extension of eleven (11) **working** day(s) or eleven 11) **calendar** day(s). If you have any questions, please feel free to contact me by phone at (831) 277-4191, or by email at peterbmpe@gmail.com

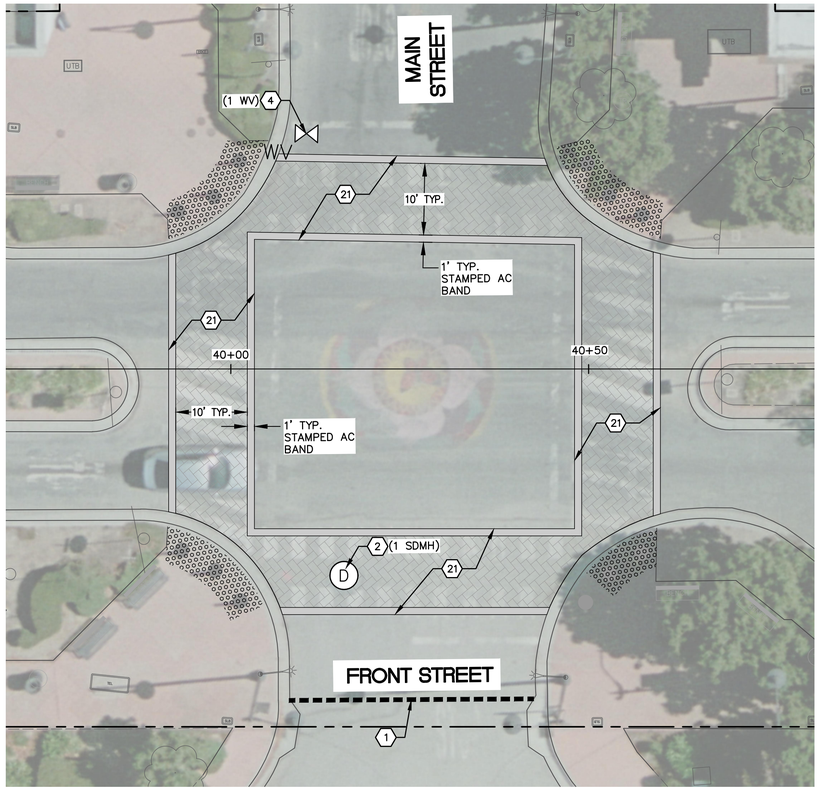
Sincerely,

Peter Bruno

Peter Bruno
Estimator / Project Manager



PLAN VIEW
SCALE: 1"=10'



PLAN VIEW
SCALE: 1"=10'

CONSTRUCTION NOTES:

(P) PROTECT IN PLACE.

(2) LOWER EXISTING STORM DRAIN MANHOLE (SDMH) PRIOR TO GRINDING PAVEMENT FOR THE 2-INCH GRIND AND OVERLAY IMPROVEMENTS. RAISE SDMH TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.

(3) LOWER EXISTING SANITARY SEWER (SSMH) PRIOR TO GRINDING PAVEMENT FOR THE 2-INCH GRIND AND OVERLAY IMPROVEMENTS. RAISE SSMH TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.

(4) LOWER EXISTING WATER VALVE (WV) PRIOR TO GRINDING PAVEMENT FOR THE 2-INCH GRIND AND OVERLAY IMPROVEMENTS. RAISE WV TO NEW FINISH GRADE AFTER PLACEMENT OF NEW ASPHALT.

(7) CONTRACTOR TO REMOVE EXISTING DETECTOR LOOPS AND ASSOCIATED WIRES. DEACTIVATE AND ABANDON AT PULL BOX. REFER TO SIGNAL MODIFICATION PLANS FOR VIDEO DETECTION CAMERAS INSTALLATION.

(21) CONSTRUCT STAMPED ASPHALT CONCRETE PER THE SPECIFICATIONS.

LEGEND:

PROPOSED STAMPED ASPHALT CONCRETE IMPROVEMENTS:
COLOR: LIGHT GRAY
PATTERN:

PROPOSED STAMPED ASPHALT CONCRETE IMPROVEMENTS:
COLOR: COLONIAL BRICK
PATTERN: DIAGONAL HERRINGBONE

NOTES:
1. CL IS TAKEN FROM PAPER ROW MAPPING PERFORMED BY RUGGERI-JENSEN-AZAR AND IS APPROXIMATE.
2. APPLY TACK COAT TO ALL ASPHALT SURFACES (VERTICAL AND HORIZONTAL) PRIOR TO PLACEMENT OF NEW HOT MIX ASPHALT.
3. THE APPROXIMATE LIMITS OF PAVING AT CROSS STREETS ARE SHOWN ON PLANS. EXACT LIMITS TO BE DETERMINED IN THE FIELD BY THE ENGINEER.
4. CONTRACTOR TO PROVIDE ACCESS TO ALL BUSINESSES AND DRIVEWAYS.
5. CONTRACTOR MUST POTHOLE ALL EXISTING UTILITY CROSSINGS AS FIRST ORDER OF WORK PRIOR TO CONSTRUCTION OF PROPOSED IMPROVEMENTS.

GRAPHIC SCALE:
10 0 10 20 30
H: 1" = 10'

REVISIONS			
No.	DATE	INITIAL	DESCRIPTION
1			
2			
3			
4			
5			

Harris & Associates
60 W. Alisal Street, Suite 200, Salinas, CA 93901
p: 831.233.9242 * WeAreHarris.com

DESIGNED BY:	CM,CMC
DRAWN BY:	CM,CMC
CHECKED BY:	RB
DATE ISSUED:	11/12/2024
APPROVED BY:	LG

REGISTERED PROFESSIONAL ENGINEER LEON D. CLINE No. 69767 Exp. 6-30-24 CIVIL STATE OF CALIFORNIA

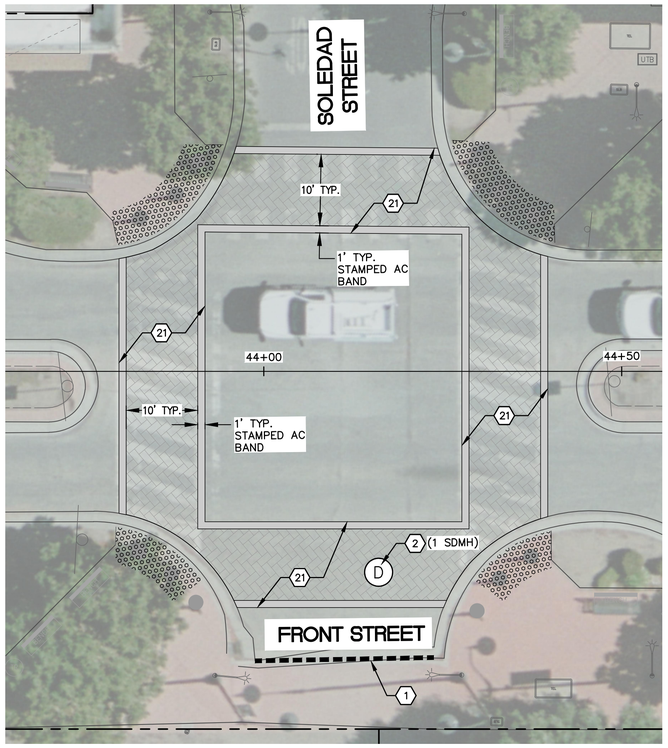
CITY OF SOLEDAD
PUBLIC WORKS DEPARTMENT
248 MAIN STREET
SOLEDAD, CA 93960
(831) 223-5176

SHEET TITLE: PAVEMENT IMPROVEMENTS
PROJECT TITLE: FRONT STREET MAINTENANCE PROJECT
CITY PROJECT NO. T23-01
HARRIS PROJECT NO. 1200672.004

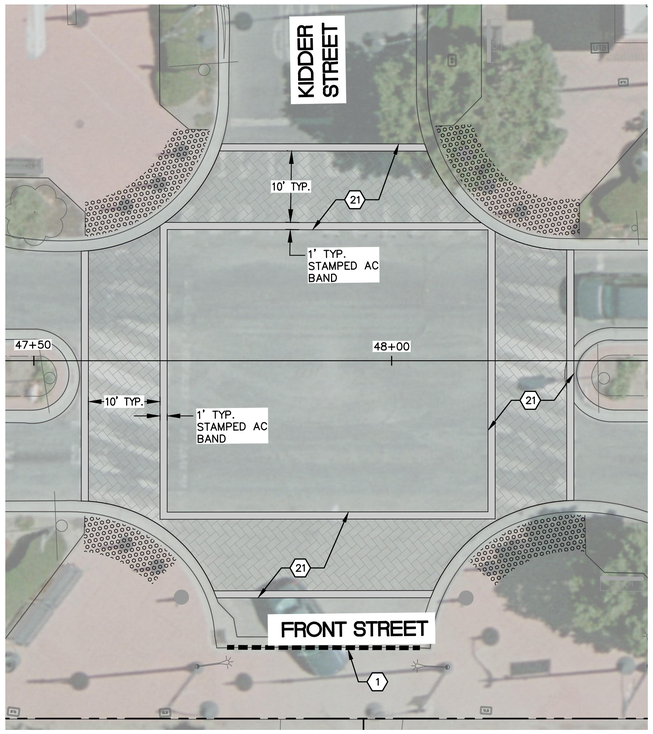
PROJECT No: 1200672.004
SHEET No: OF
DRAWING No:

100% SUBMITTAL

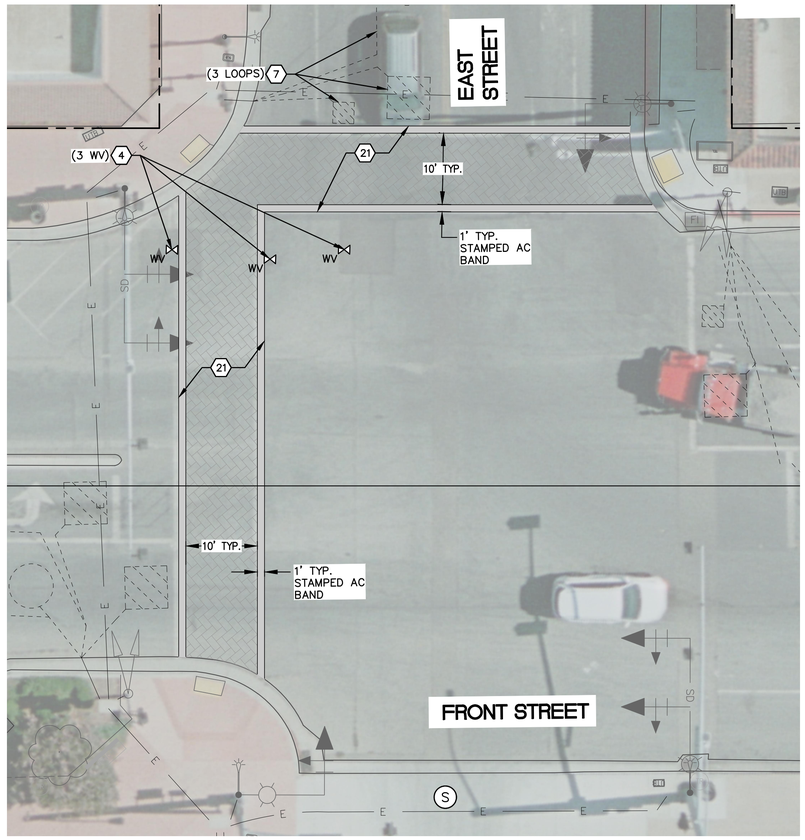
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PLAN VIEW
SCALE: 1"=10'



PLAN VIEW
SCALE: 1"=10'



PLAN VIEW
SCALE: 1"=10'

CONSTRUCTION NOTES:

(P) PROTECT IN PLACE.

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PATTERN:

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GRAPHIC SCALE:
10 0 10 20 30
H: 1" = 10'

REVISIONS

No.	DATE	INITIAL	DESCRIPTION
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3			
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Harris & Associates
60 W. Alisal Street, Suite 200, Salinas, CA 93901
p: 831.233.9242 * WeAreHarris.com

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REGISTERED PROFESSIONAL ENGINEER
LEON D. CLINE
No. 69767
Exp. 6-30-24
CIVIL
STATE OF CALIFORNIA

CITY OF SOLEDAD
PUBLIC WORKS DEPARTMENT
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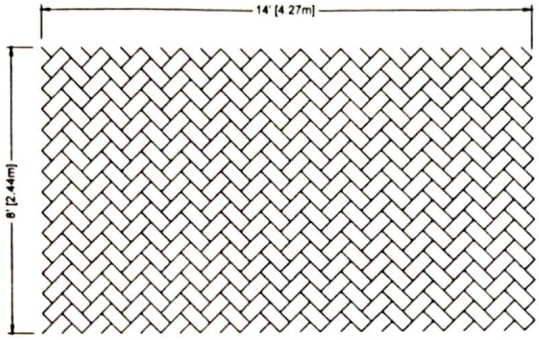
SHEET TITLE: PAVEMENT IMPROVEMENTS
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HARRIS PROJECT NO. 1200672.004
SHEET No: OF
DRAWING No:

100% SUBMITTAL

Plotted - 11/12/2024 9:50:20 AM :: Saved - 11/12/2024 9:34:25 AM :: H:\Soledad\1200672.004 Front St Maintenance Project\2.04 Design_CADD_1 PLAN SHEETS\XX-XX_C-22 - C-23_Crosswalk Details.dwg :: EReyes

diagonal herringbone

This remarkably versatile, diagonal herringbone template is designed for optimal use with the **SR-120.** It can be used in either the StreetPrint® and TrafficPatternsXD™ applications and it is compatible with the previous series of diagonal herringbone templates



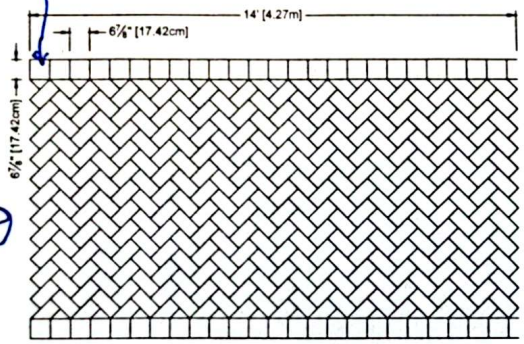
12-101

SR-120 | 14' sides only | all sides

Gray or Light Gray (if more contrast is needed)

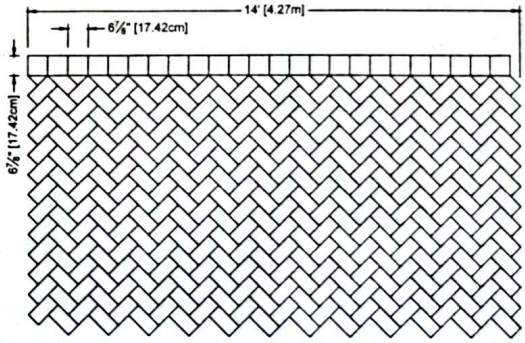
Typical Brick Size: 4 7/8" [12.32m] x 9 3/4" [24.63cm]

Colonial Brick →



12-103

SR-120 | all sides



12-102

SR-120 | all sides

CamScanner

Asphalt Impressions Inc.
8150 37th Avenue, Sacramento, CA 95824-2306
Phone: (916) 383.0441 Fax: (916) 381.3448
Internet: www.acstamp.com CA Lic # 900385 A, C12, C32
NV Lic # 0087017, A

Job Title & Location:
Front Street Maintenance Project
Various Intersections, Front Street
Soledad, CA 93960

Union Signatory Contractor
Contractor's Registration #1000002092

PROPOSAL / EXHIBIT # 24297JPG R1

Submitted to:
Monterey Peninsula Engineering, Inc.
Attn: Peter Bruno
192 Healy Ave
Marina CA 93933
Email: peterbmpe@gmail.com

Contact Information:
Phone#: 831-384-4081 ext.
Mobile#:
Additional#:
Fax#:
Website:

We have included the following items in our proposed price:

Proposal Date: Nov-13-24 **Valid Through:** Dec-13-24

Bid Item	Description Of Work	Quantity	UM	Unit Price	Total Price
TPXD 01	**Stamp and Color Asphalt Surface at five intersections** - Product to be TrafficPatternsXD preformed, aggregate-reinforced thermoplastic (150 mils) from Ennis-Flint by PPG. Field pattern to be Diagonal Herringbone in Colonial Brick color. Border to be 12" wide smooth band in Light Grey color. Products shall be installed per plans and manufacturer's specifications. Price based on a minimum 8 hour closure window, and closing half an intersection at a time.	9,165	SF	$22.00	$201,630.00
TC01	**Traffic Control for Stamped AC Crosswalks** - Price includes 3 traffic controllers work 9-hour shifts; 2 traffic control trucks; and traffic control equipment (cones, signs, and barricades). Price excludes traffic control plans, permits, and fees. Customer may choose to provide traffic control with his own forces. Customer provided traffic control crew must be dedicated to proposed bid item, and available to swap closures immediately upon request.	10	DY	$3,440.00	$34,400.00
Add Alt 1	**Post No Parking for Stamped AC Crosswalks** - Price includes one trip to post no parking signs at the first intersection. Signs shall be moved as needed by the traffic control crew assigned to the stamped AC activity.	1	DY	$1,250.00	$1,250.00
Add Alt 2	**Mock-Up** - Melt and stamp the patterns and colors listed above, totaling no more than 40 SF. Entire Mock-up to be placed in one trip.. Additional trips/mock-ups will be charged at the per each price. Paved surface for mock-up to be provided by others, then removed by others when no longer needed.	1	EA	$6,975.00	$6,975.00

Addenda Acknowledged **NONE** 1 ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9 ☐ 10 ☐ ☐

Specific Conditions Unique To This Proposal:

- Independent Investigations performed by Asphalt Impressions are provided to ascertain only if the working conditions are acceptable to proceed. We can only report what we can visually see such as contaminants on the surface or damage to the surface of the work areas. Asphalt Impressions does not report if the asphalt meets density, smoothness, elevation, or any planarity requirements.
- Asphalt Impressions is a certified applicator of Ennis-Flint® TrafficScapes™ Thermoplastics products.
- Customer is to provide proposed schedule or a notice of anticipated month, day and year for commencement of Asphalt Impressions' work. If a schedule or notice is not provided, Asphalt Impressions does not have an obligation to meet project schedule deadlines and will not be subjected to Liquidated damages and/or backcharges. Schedules, notices or changes of expected start date must be issued at minimum eight (8) weeks prior to expected actual start date.
- It is the customers responsibility to ensure that the areas requiring asphalt enhancements be thoroughly cleaned and dry prior to the installation.
- No sealcoat is to be applied at the location of the asphalt enhancements. It will be the customer's responsibility to ensure that no sealcoat is applied within those limits.

The above unit prices shall prevail. Final pay quantities shall be jointly determined by the Engineer or other representative of the Customer and the Contractor, upon completion of all work hereunder.

Plans & Specification. The above work shall be performed in accordance with the following plans and specifications:

PLANS	CREATED BY	DATE	SHEETS	SPECIFICATION
Pavement Improvements Front Street Maintenance Project 100% Submittal (partial set - only 2 sheets provided)	Harris & Associates	11/12/2024	Revised C22-C23 Stamped AC Crosswalks	TrafficPatterns XD

The Following items are Exclusions from this Proposal

All work associated with the furnish and placement of Asphalt Concrete.

Construction Permits, Encroachment Permits and Special Fees.

Performance or payment bonds (add 1.5% of bid to price for this requirement).

Multiple move- ins, unless noted otherwise.

Weekend or overtime work, unless noted otherwise.

Striping, Signage and Pavement Markings.

Providing multiple move-ins and working in shorter time limits with loss of estimated productivity due to cooler temperatures and unfavorable weather conditions. Responsibility for job delays due to customers schedule to install products during unfavorable weather conditions.

Responsibility for accelerated coating wear if customer opens the roadway surface to traffic before the polymers in the coating have set up or the thermoplastics have sufficiently cooled and hardened.

Responsibility for variations in color between samples and finished product.

Phasing of work areas for convenience of others which affects productivity requirements (unless stated above in work description).

When work is barricaded after completion of colorbonding, responsibility for damages made by unauthorized entry into the protected area.

Water washing or Steam - Cleaning pavement of foreign materials unless specified in scope of work. Dirt, Pre-existing Diesels and Oils on Pavement will prevent desirable results for which Asphalt Impressions will not be responsible.

Guarantees for products to adhere to Oil Spots or other foreign materials on pavement.

Guarantees of satisfactory results from StreetPrinting over Seal Coats. Removal of Seal Coat by Sandblasting or other means.

Notification to Seal Coaters and Stripers of the requirement not to Seal Coat or Stripe in enhancement areas.

Costs incurred for Returning Materials and Templates ordered specific for project. Manufacturers charges for restocking fees along with associated freight charges for changes made after procurement of the contract materials and templates.

Product application over utility boxes and Manhole lids (utility boxes and manhole covers will not be colorbonded unless specifically directed to do so).

Product application within 28 days over newly placed Portland Cement Concrete.

Surface Contaminants such as free form release agents, accelerators, and/or surface hardeners must not be applied to Portland Cement Concrete or must be removed prior to application of coating materials.

Payment Terms / General Conditions / Warranty / Product Warranty / Insurance / Legal Clarifications

Payment Terms

PAYMENT IS DUE UPON COMPLETION AND PAST DUE AFTER THIRTY (30) DAYS from Invoice date.

The Customer agrees to pay late charges on any billings not paid when due, from the due date until paid, at the rate of 18% per annum or the maximum rate allowed by law, whichever is less.

If a project is of longer duration (more than 30 days), Asphalt Impressions shall receive progress payments monthly in proportion to the amount of work completed. In order to receive progress payments, Asphalt Impressions will furnish the customer a schedule of values for the contract agreement work items. Within Ten (10) days after Customer receives a statement from Asphalt Impressions setting forth the proportionate part of the work which Asphalt Impressions' estimate shows to have been earned during the period covered by such statement, Customer will pay to Asphalt Impressions the amount set forth by such progress statement. The Customer may elect to hold a retainage of up to 10% of the value of the work performed as security until all work has been completed. Retainage will become due thirty five (35) days after final completion of the work performed for the project.

For Multi-Year Duration Projects, Asphalt Impressions elects the following special payment conditions that will apply to this contract: Asphalt Impressions shall be paid in full (100%) 35 days after completion of all items of work covered by this contract. This shall apply even if the work has not been accepted by the governing agency or client, if such delay is due to items of work not included in our contract, the amount of retention held by the Customer shall be reduced from 10% to 2%. The Remaining 2% due Asphalt Impressions shall be paid within thirty-five (35) days after completion of the minor punch list items.

Upon satisfactory payment being made for any portion of the work performed, if requested, Asphalt Impressions shall furnish a full and unconditional release from any claim or mechanic's lien for that portion of the work for which payment has been made.

In the event payment is not made to Asphalt Impressions at the times and in the amounts provided for in this agreement, Asphalt Impressions may, upon three (3) working day's written notice, elect to suspend work until payment on the amount owing has been received. If this occurs Asphalt Impressions' time for performance shall be extended appropriately and its reasonable costs of shut down, delay, and start-up shall be paid and the contract adjusted accordingly.

Prior to commencement of work, Customer shall furnish Asphalt Impressions with written confirmation from his lender or bank that sufficient funds have been committed and will be available to make payments called for under this agreement. Furnishing this written confirmation to Asphalt Impressions to act is a condition precedent to the obligation of Asphalt Impressions to perform under this agreement. This provision is solely for Asphalt Impressions' protection and shall not limit Asphalt Impressions' right to receive payment for its work if it proceeds with work without, or prior to receipt of the written confirmation.

PRICE ESCALATION: Customer acknowledges that national and regional supply shortages for the raw material necessary for the production and delivery of Materials and operation of machinery may occur and that the prices for oil, liquid propane, gasoline, diesel and natural gas (collectively "Fuel") as well as Plastics, Metals, Liquid Asphalt, Portland Cement, and Aggregates (collectively "Elements") may increase during the term of any Quote. In the event that Asphalt Impressions incurs cost increases in Fuel or Elements, Asphalt Impressions shall have the right to increase the price of the proposal by the same percentage of the cost increase passed on by Seller of Fuel and Elements to Asphalt Impressions. The ability to escalate the price for fuel and elements also applies through the duration of the contract period. The bid price for materials from suppliers is cost basis and will be furnished upon request in the event of a material escalation event.

General Conditions

Changes in Work: Customer may from time to time by instructions or drawings issued to Asphalt Impressions, make changes in the scope of work, issue additional instructions, request additional work or direct the omission of work previously ordered, and the provisions of this agreement shall apply to all such changes, modifications and additions with the same effect as if they were embodied in the original agreement. The price or the formula for establishing the price for such work will be set forth in a written change order, either prior to the commencement or as soon as practical thereafter.

Unavoidable Delays - Extension Of Time: In the event Contractor shall be delayed in the performance of the work under this contract by causes beyond the control of the contractor, and without the fault or negligence of the contractor, including but not limited to change orders, acts of god or of the public enemy, acts of government, fire, flood, strikes, inclement weather, unsuitable ground conditions or delays caused by Vendors and other Contractors, Contractor shall have such period of time to complete the performance of this contract as shall be necessary as a result of any such causes.

Extra costs incurred due to loss of production or delays outside the control of Asphalt Impressions will be paid based on documentation provided.

Warranty

All installation work/services Asphalt Impressions performs is non structural and for cosmetic appearance only. The following language is required to be incorporated into the agreement:

Asphalt Impressions' Obligations and Representations in regards to Stamped & Coated Asphalt:

Asphalt Impressions stipulates that its work is nonstructural and for cosmetic appearances only. The enhancements application of imprinting patterns, through softening of the asphalt surface with infra-red heaters and compacting steel templates to make a pattern does not constitute any responsibility for the structural integrity of the pavement. Enhancements with applied asphalt coatings will wear over time due to the elements and the abrasive effects of traffic. Due to the varying nature of elements and traffic effects, in no way is it assumed or implied that enhancements provided by Asphalt Impressions are designed to last for any specified time period. Asphalt Impressions is not liable for the utilization of asphalt enhancement services provided. Asphalt Impressions makes no representations for the functionality of the products used and services provided.

Product Warranty

TrafficScapes / EnnisPaint Inc. (dba PPG) Limited Warranty -11. WARRANTIES - Ennis Flint (herein named Seller) warrants to Asphalt Impressions and Customer named on this proposal (herein named Buyer) that, as of the date of shipment by Seller, the products shall conform to Seller's standard specifications for such products or to such other specifications as may have been expressly agreed to in this Agreement, and the products shall be delivered free from any lawful security interest, lien or other encumbrance. Said warranty and any associated liability shall be null and void if Buyer applies the products prior to receipt of all required approvals and/or independent laboratory test results. Further, if sampling is required to obtain approval or tests results, Buyer must provide evidence reasonably acceptable to Seller that the techniques used to obtain such samples were in strict compliance with Seller's stated procedure for such sampling. Failure to comply with sampling procedures will negate any warranty and associated liability. SELLER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE. WITHOUT LIMITING THE FOREGOING, SELLER SPECIFICALLY DOES NOT WARRANT THE ACCURACY OR SUFFICIENCY OF ANY ADVICE OR RECOMMENDATIONS GIVEN TO BUYER IN CONNECTION WITH THE SALE OF PRODUCTS HEREUNDER, EXCEPT AS OTHERWISE EXPRESSLY REFLECTED IN THIS AGREEMENT. 12. LIMITATION OF SELLER'S LIABILITY - NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL SELLER BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY EXEMPLARY, PUNITIVE, REMOTE, SPECULATIVE, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OR LOSS OF PROFITS, AND NO CLAIM SHALL BE MADE OR AWARDED AGAINST SELLER, FOR ANY SUCH DAMAGES OR LOSS OF PROFITS. Except as provided in Section 11 and this Section 12, Seller shall not be liable for damages of any kind including, but not limited to, product performance in Buyer's application(s). In addition, Seller will not be liable for removal and/or replacement of reflective products or retro reflective characteristics of any installed Seller's products unless agreed to in writing by the parties. In no event will Seller be liable for any claims related to the products after the products have been incorporated into any other product or subject to further processing. Such incorporation or such processing shall be deemed to be a waiver of all claims by Buyer. SELLER'S LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS, WHETHER IN LAW OR IN EQUITY OR WHETHER IN CONTRACT OR IN TORT, AND WHETHER BASED UPON NEGLIGENCE, STRICT LIABILITY, BREACH OF WARRANTY, BREACH OF CONTRACT OR EQUITABLE PRINCIPLES, OR OTHERWISE, IS EXPRESSLY LIMITED TO, AT BUYER'S OPTION, REPLACEMENT OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED, OR REPAYMENT OF THE PURCHASE PRICE FOR THE PORTION OF THE PRODUCTS WITH RESPECT TO WHICH DAMAGES ARE CLAIMED. All claims of any kind arising in connection with this Agreement or the sale or use of the products shall be deemed waived unless made in writing within 60 days of the earlier of the date of Seller's delivery or the date fixed for delivery in the event of nondelivery. Seller shall be given, and any claim shall be subject to Seller being provided, a reasonable opportunity to investigate the products subject to any claim.

Commercial General Liability Coverage - Customer acknowledges Asphalt Impressions is proposing to provide services based on risk insurance coverages in effect at the time of the proposal. The coverages could be construed as standard for the industry. However; there are no representations made herein that the coverages in effect from time to time may meet the coverage requirements of the customer. Upon request, Asphalt Impressions can furnish its evidence of insurance along with its supplementary declarations and exclusions that are applicable to services performed in the State Of California.

Insurance

Commercial General Liability Coverage - Customer acknowledges Asphalt Impressions is proposing to provide services based on risk insurance coverages in effect at the time of the proposal. The coverages could be construed as standard for the industry. However; there are no representations made herein that the coverages in effect from time to time may meet the coverage requirements of the customer. Upon request, Asphalt Impressions can furnish its evidence of insurance along with its supplementary declarations and exclusions that are applicable to services performed in the State Of California.

Asphalt Impressions, Inc. agrees to defend, indemnify and hold harmless the Party we are under contract with, The Prime contractor and the Owner from all claims, damages, fees and costs arising out of the execution of Asphalt Impressions' work under this agreement, to the extent caused by Asphalt Impressions' negligence, acts, errors or omissions in its performance arising from its operations. Asphalt Impressions' defense and indemnity obligations shall be limited to its percentage fault for the claim within the insurance coverage provided.

If Asphalt Impressions is required to agree to enter into an **Owner Controlled Insurance Program (OCIP)** then the following language shall be made a part of any such agreement:

1. For any contract less than $250,000 in value, the party contracting with Asphalt Impressions will pay any and all policy deductibles and/or claims for Self-Insured Retention (SIR) costs that may be made to Asphalt Impressions; and

2. The party contracting with Asphalt Impressions shall agree to unconditionally defend, indemnify, and hold harmless Asphalt Impressions, its officers, directors, shareholders and employees against any claims, demands, causes of action, and damages (including court costs, attorney fees, and costs) of any kind or nature arising out of, directly or indirectly, Asphalt Impressions' scope of work (including materials provided).

This agreement to defend and indemnify Asphalt Impressions from any third party claims shall supersede and control over any defense and indemnity provisions contained in any agreement as between Asphalt Impressions and the contracting party.

Legal

Should either party bring suit in court to enforce any of the terms hereof, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees, expert fees and court costs. In the event the parties become involved in litigation or arbitration with each other arising out of this Agreement or the performance thereof in which the services of an attorney or experts are reasonably required, the prevailing party shall be fully compensated by the non-prevailing party for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees, experts' fees, arbitration fees and costs and arbitrator fees and costs. Unless judgment goes by default, the attorneys' fee award shall not be computed in accordance with any court schedule, but shall be such as to fully reimburse all attorneys' fees, arbitrator fees and all costs actually incurred in good faith, regardless of the size of a judgment, it being the intention of the parties to fully compensate for all attorneys' fees, arbitrator fees, experts' fees and all costs paid or incurred in good faith.

Asphalt Impressions, Inc. disclaims any and all liability for any work performed by other subcontractors not under contract with Asphalt Impressions and any work outside of the scope of the work specified.

RESOURCE SHORTAGES: Customer acknowledges that regional resource supply shortages may occur due to Social Unrest, Political Upheavals, Wars, Pandemics, Epidemics, Fires, Floods and Earthquakes. Resources such as Labor, Trucking, Materials, Equipment and Subcontractors may become in limited supply . In the event that Asphalt Impressions experiences resource shortages associated with causes outside its control, Asphalt Impressions shall be given additional time on the schedule to complete its work.

EPIDEMIC RIDER: Notwithstanding any provision(s) of this Contract, if as a direct or indirect result of any virus, disease, contagion, including but not limited to COVID-19 (individually or collectively, "Epidemic"), Contractor's work is delayed, disrupted, suspended, or otherwise impacted, including, but limited to, by (1) disruptions to material and/or equipment supply; (2) illness of Contractor's workforce or that of its subcontractors and/or unavailability of labor; (3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives; (4) Owner restrictions and/or directives; and/or (5) fulfillment of Contractor's health and safety obligations associated with an Epidemic; then Contractor shall be entitled to an equitable adjustment to the Contract schedule and duration to account for such disruptions, suspensions, and impacts. To the extent any of the causes identified herein results in an increase in the price of labor, materials, or equipment used in the performance of this Contract, or other costs of performance of the Contract, Contractor shall be entitled to an equitable adjustment to the Contract price for such increases, provided Contractor presents documentation of such increases (including the original prices and/or estimates) and evidence of Contractor's reasonable efforts to find alternative sources of material or equipment supply and/or labor at the original/non-impacted prices and/or estimates.

All material is guaranteed to be as specified and are subject to their limited warranty. All work to be completed in a workmanlike manner according to manufacturers recommendations and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

For: Asphalt Impressions, Inc.

Jim Previte, Estimator/Project Manager

Estimator: J. Previte
916.287.9408

Reviewed by: DB

Acceptance of Proposal by Customer

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Acceptance indicates that funds are available for this work and Asphalt Impressions will be paid as outlined within this proposal. Acceptance represents that owner has read and understood, and relies thereon on this entire document.

Signature **Print Name** **Date**

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Receive City Council Direction to Convert Various Intersections to Multi-Way Stop Control within the City of Soledad**

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

FROM: **Don Wilcox, Public Works Director/City Engineer**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad provide staff with direction regarding the conversion of various intersections to Multi-Way Stop Control.

Executive Summary

Based on safety concerns expressed by the Police and Public Works Department Staff and community members, the City of Soledad (City) entered into a contract with TL Engineering (TLE) to perform a Multi-Way Stop Warrant (MWSW) analysis at various locations throughout the City. A summary of recommendations for each location is summarized below:

Location	Recommendation
1) San Vicente Rd/Gabilan Dr	Convert to multi-way stop intersection
2) Monterey St/Benito St	Convert to multi-way stop intersection
3) Orchard Lane/Ventura Dr	Do not convert to multi-way stop intersection
4) Front St/West St	Do not convert to multi-way stop intersection
5) Front St/Benito St	Convert to multi-way stop intersection
6) Front St/Encinal St	Convert to multi-way stop intersection
7) Front St/Soledad St	Convert to multi-way stop intersection

Background

The purpose of a "STOP" sign is to provide right-of-way for pedestrians and users and to regulate traffic. A good way to assess the safety of an intersection is to perform a Multi-Way Stop Warrant (MWSW) analysis when certain traffic conditions exist. When installed at appropriate locations, stop signs can increase safety and standardize the expectations of all road users at that location or intersection. When implemented incorrectly, such as only to address speeding, stop signs can

contribute to a disregard for the sign and generate compliance issues, generally decreasing safety. That is why it is important to ensure stop installations should only be made at locations where it is safe and appropriate to do so.

Review & Analysis

Engineering studies, such as a MWSW, are used to evaluate criteria to determine whether one or more stop signs are warranted at a location or intersection. Typically, a MWSW analysis will consider the following:

1) Existing Volume and Delay.
2) Collision History.
3) Left Turn Activity.
4) Vehicle/Pedestrian Conflicts.
5) Sight Distance.
6) Similar Streets.

Due to safety concerns at intersections along Front Street expressed by the police and public works department, TLE performed a MWSW analysis at:

- Front Street/West Street
- Front Street/Benito Street
- Front Street/Encinal Street
- Front Street/Soledad Street

These four locations were chosen because they are currently not multi-way stop controlled and because sight distance is not sufficient. To provide the minimum required sight distance at these intersections, a significant number of existing parking spaces and landscaping on Front Street would need to be removed. TLE recommends converting the locations at Benito Street, Encinal Street, and Soledad Street to multi-way stop intersections. TLE recommends preserving the existing red curb on Front St. just south of the intersection with West Street and not converting the West Street intersection to a multi-way stop.

Previously, TLE performed a MWSW analysis at 3 other intersections in the City:

- San Vicente Rd/Gabilan Dr
- Monterey St/Benito St
- Orchard Lane/Ventura Dr.

TLE recommended converting the San Vicente Rd/Gabilan Dr and Monterey St/Benito St. locations to multi-way stop intersections and prepared All-Way Stop Control Improvement Plans and not converting the Orchard Lane/Ventura Dr intersection to a multi-way stop.

Due to safety concerns, a MWSW analysis has been performed at seven locations within the City. Of the seven locations, five are recommended to convert to multi-way stop intersections. TLE is currently preparing All-Way Stop Control Improvement Plans for three intersections on Front Street (Benito St, Encinal St, Soledad St) as well as for the intersections of San Vicente Rd/Gabilan Dr and Monterey St/Benito St.

Financial Considerations

Funding for the contract with TLE that included the MWSW analysis and preparation of All-Way Stop Control Improvement Plans, as well as construction of the three locations on Front Street will be paid for by Measure X funds as part of the Front Street Maintenance Project.

Alternatives

- Approve the resolution as presented; or
- Modify the resolution; or
- Do not approve the Resolution. This is not recommended as these the Multi-Way Stop Warrant analyses demonstrate a need for traffic control devices.

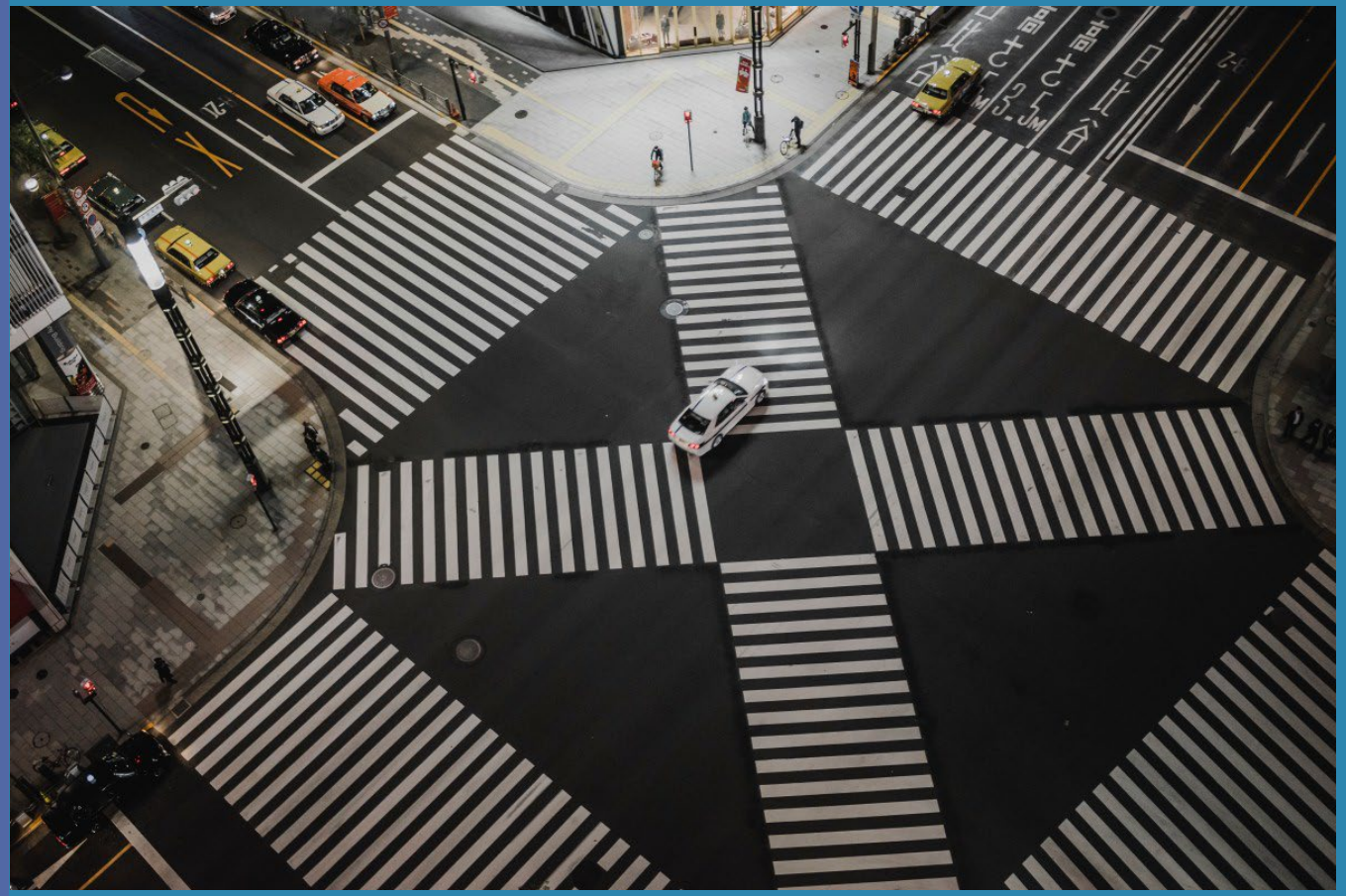
Planning/CEQA

This project is exempt under Class 6 of the current California Environmental Quality Act (CEQA) Guidelines. Section 15306, Information Collection of the CEQA Guidelines states the following, "Class 6 consists of basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource. These may be strictly for information gathering purposes, or as part of a study leading to an action which a public agency has not yet approved, adopted, or funded".

Public Notice Requirements

None required.

Attachment(s):
Front Street MWSW Presentation



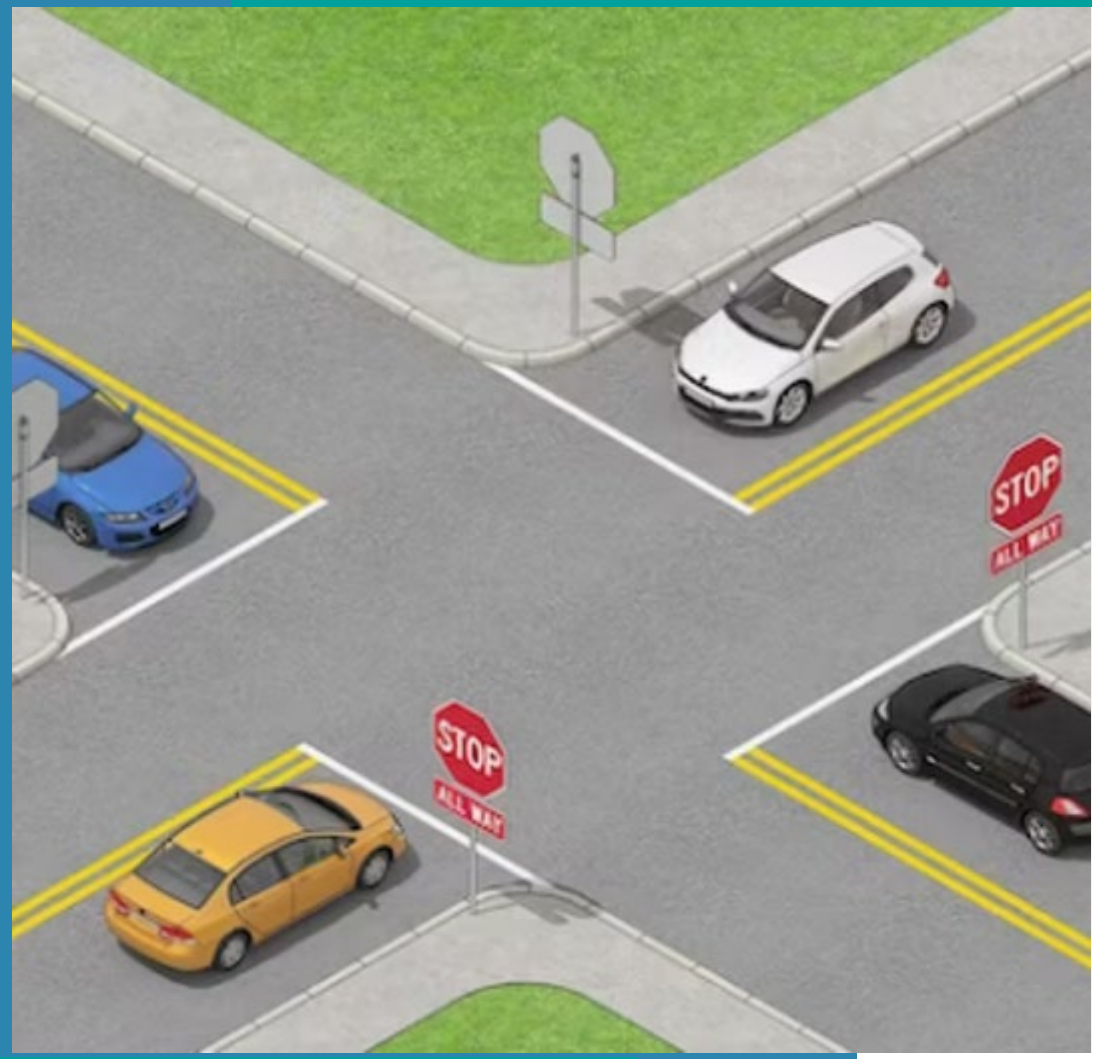
City of Soledad

Multi-Way Stop Warrant Evaluation
Front Street and Various Locations

City Council Meeting
Date: December 4, 2024

TL ENGINEERING

Harris & Associates



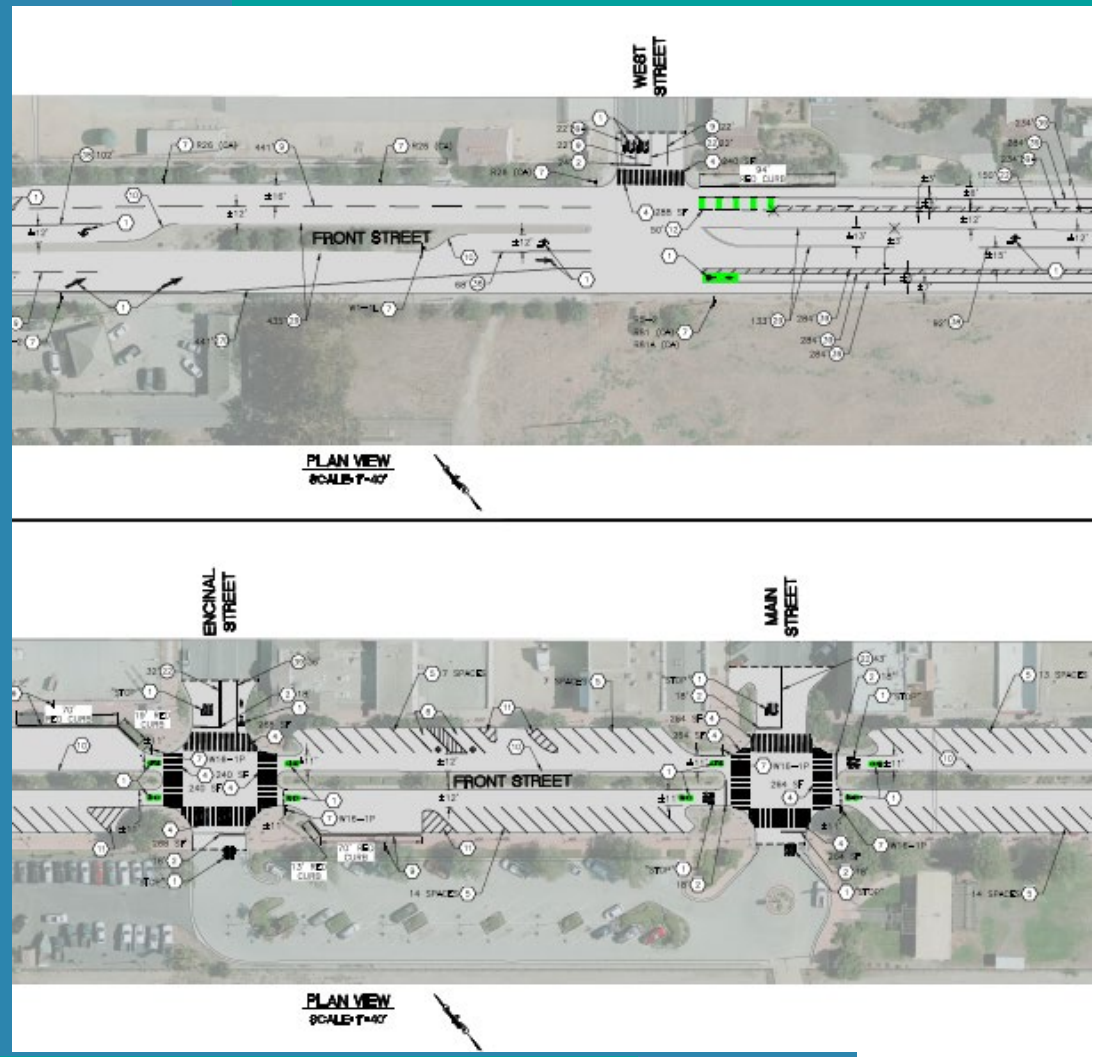
MULTI-WAY STOP WARRANTS (MWSW)

- The purpose of a “STOP” sign is to provide right-of-way for pedestrians and users and to regulate traffic.
- A good way to assess the safety of an intersection is to perform a MWSW analysis when certain traffic conditions exist.
- When installed at appropriate locations, stop signs can increase safety and standardize the expectations of all road users at that location or intersection.
- When implemented incorrectly, such as only to address speeding, stop signs can contribute to a disregard for the sign and generate compliance issues, decreasing safety.
- That is why it is important to ensure stop installations should only be made at locations where it is safe and appropriate to do so.



MWSW CRITERIA AND LOCATIONS

- Engineering studies, such as a MSWS analysis, are used to determine whether one or more stop signs are warranted at a location to improve safety.
- Typically, six (6) criteria are evaluated:
  1) Existing Volume and Delay.
  2) Collision History.
  3) Left Turn Activity.
  4) Vehicle/Pedestrian Conflicts.
  5) Sight Distance.
  6) Similar Streets.
- To evaluate and improve safety, the city worked with it's on-call traffic engineer, TL Engineering (TLE) and Harris & Associates (Harris) to evaluate several locations within the city.



FRONT STREET MAINTENANCE PROJECT

- As part of the project, Harris prepared signing and striping plans which were reviewed by TLE.
- Based on the signing and striping plans, TLE performed a sight distance analysis at several intersections along Front St. The analysis showed that sight distance is deficient and does not meet current standards.
- To improve sight distance, a significant amount of existing parking spaces and landscaping would need to be **removed** along Front St. as shown on the following slides.

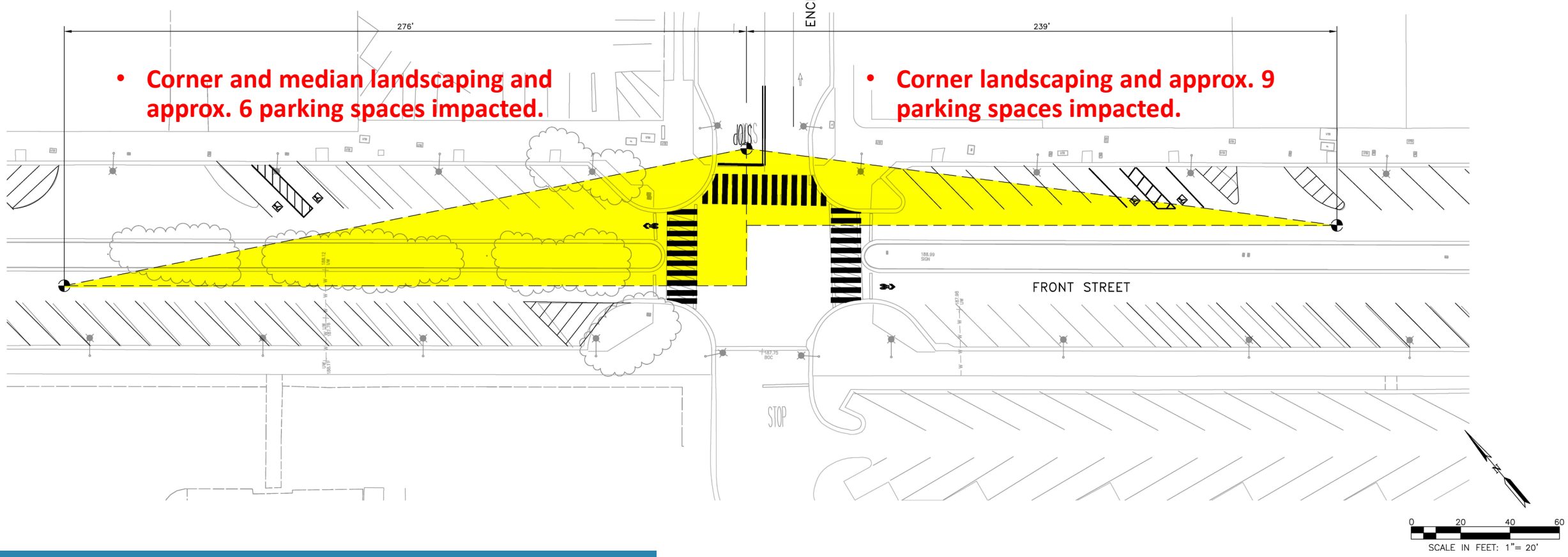


FRONT STREET SIGHT DISTANCE EVALUATION:

- Intersection sight distance is the *“distance a motorist can see approaching vehicles before their line of sight is blocked by an obstruction”.*
- Adequate sight distance is necessary to support safe turning movements.
- Sight distance was evaluated at intersections along Front Street based on the Caltrans Highway Design Manual (HDM) criteria.
- “Corner Sight Distance” was evaluated based on the posted speed limit, a driver’s position on intersecting streets, and measured to the centerline of the eastbound and westbound through lanes.
- For the best safety, the entire area within the “sight distance triangle” should be free of any visual obstructions, including parked cars, landscaping and trees, buildings, etc.

FRONT ST/ENCINAL ST – EXISTING CONDITION

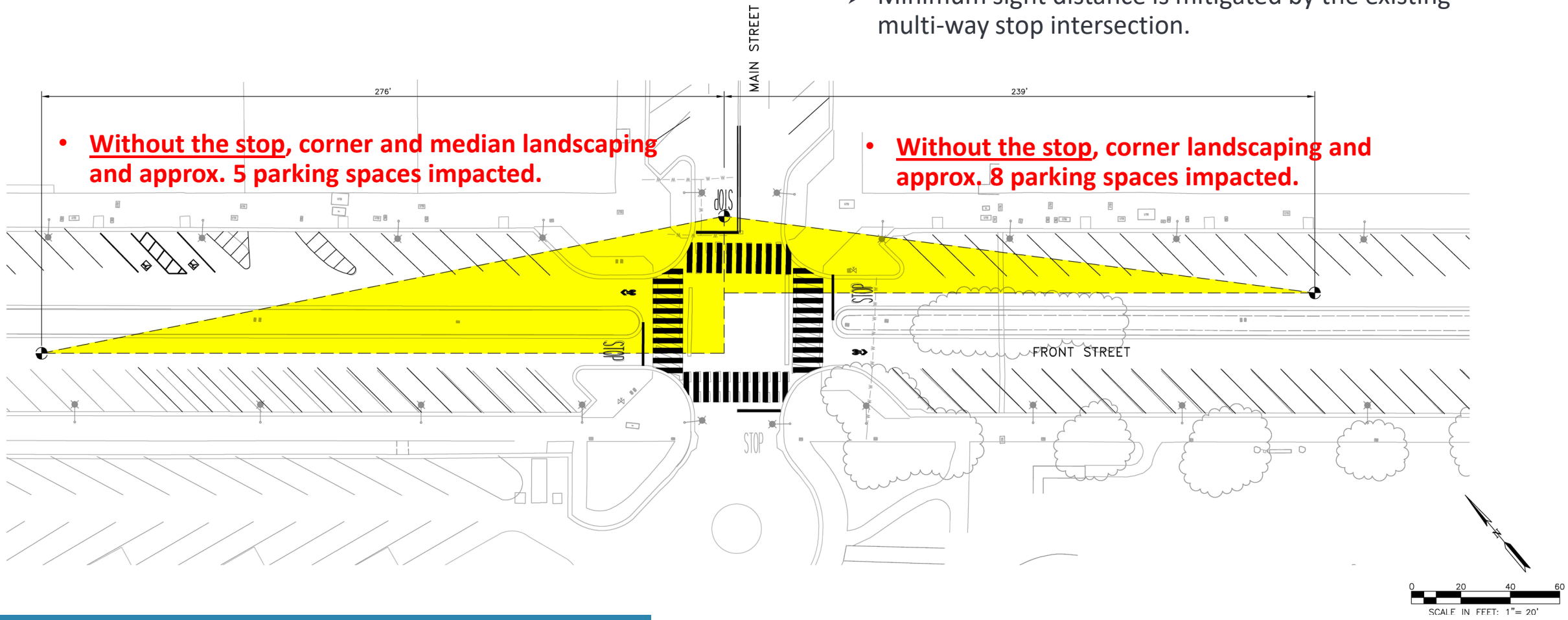
- Minimum sight distance shown along with impacts to existing parking stalls and landscaping.



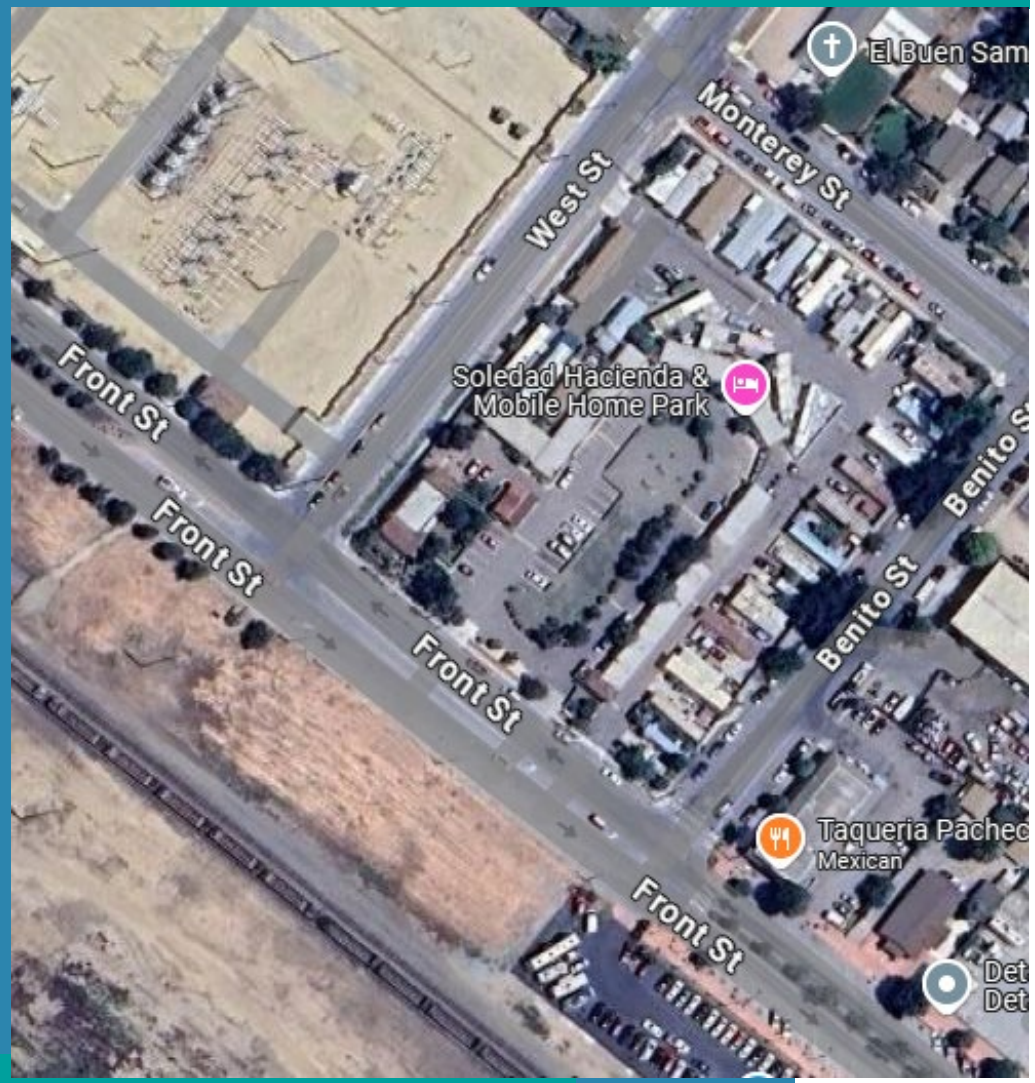
- **Corner and median landscaping and approx. 6 parking spaces impacted.**
- **Corner landscaping and approx. 9 parking spaces impacted.**

FRONT ST/MAIN ST – EXISTING CONDITION

- Minimum sight distance is mitigated by the existing multi-way stop intersection.



- **<u>Without the stop</u>, corner and median landscaping and approx. 5 parking spaces impacted.**
- **<u>Without the stop</u>, corner landscaping and approx. 8 parking spaces impacted.**



FRONT STREET – RECOMMENDATIONS

- To mitigate the deficiency in sight distance, intersections may be converted to multi-way stop intersections. TLE performed a MWSW analysis with the following recommendations.
- **Front St/West St**:
  - 1 of the 6 MWSW criteria was marginally met – sight distance.
  - Sight distance can be improved by eliminating some on-street parking south of the intersection.
  - Recommendation: preserve existing red curb on Front St. just south of West Street, do not convert to multi-way intersection.
- **Front St/Benito St**:
  - 2 of the 6 MWSW warrant criteria were met – vehicle and pedestrian conflicts and sight distance.
  - Due to the city's future plans for a shipping container village, an increase in pedestrian activity is anticipated.
  - Recommendation: convert to multi-way intersection.



FRONT STREET – RECOMMENDATIONS

- **Front St/Encinal St**:
  - 2 of the 6 MWSW criteria were met – vehicle and pedestrian conflicts and sight distance.
  - Due to the city's future plans for a shipping container village, an increase in pedestrian activity is anticipated.
  - Recommendation: convert to multi-way intersection.

- Front St/Soledad St:
  - 2 of the 6 criteria were met – vehicle and pedestrian conflicts and sight distance.
  - Due to the city's future plans for a shipping container village, an increase in pedestrian activity is anticipated.
  - Recommendation: convert to multi-way intersection.

IMPACTS FROM RECOMMENDATIONS

PM Peak Hour Level of Service Summary

Intersection	Side-Street Delay Under 2-Way Stop Control	Intersection Delay Under All-Way Stop Control	LOS under All-Way Stop Control
Front St / Benito St	17.2 seconds	13.9 seconds	B
Front St / Encinal St	13.7 seconds	12.1 seconds	B
Front St / Solead St	13.7 seconds	11.4 seconds	B

Notes:

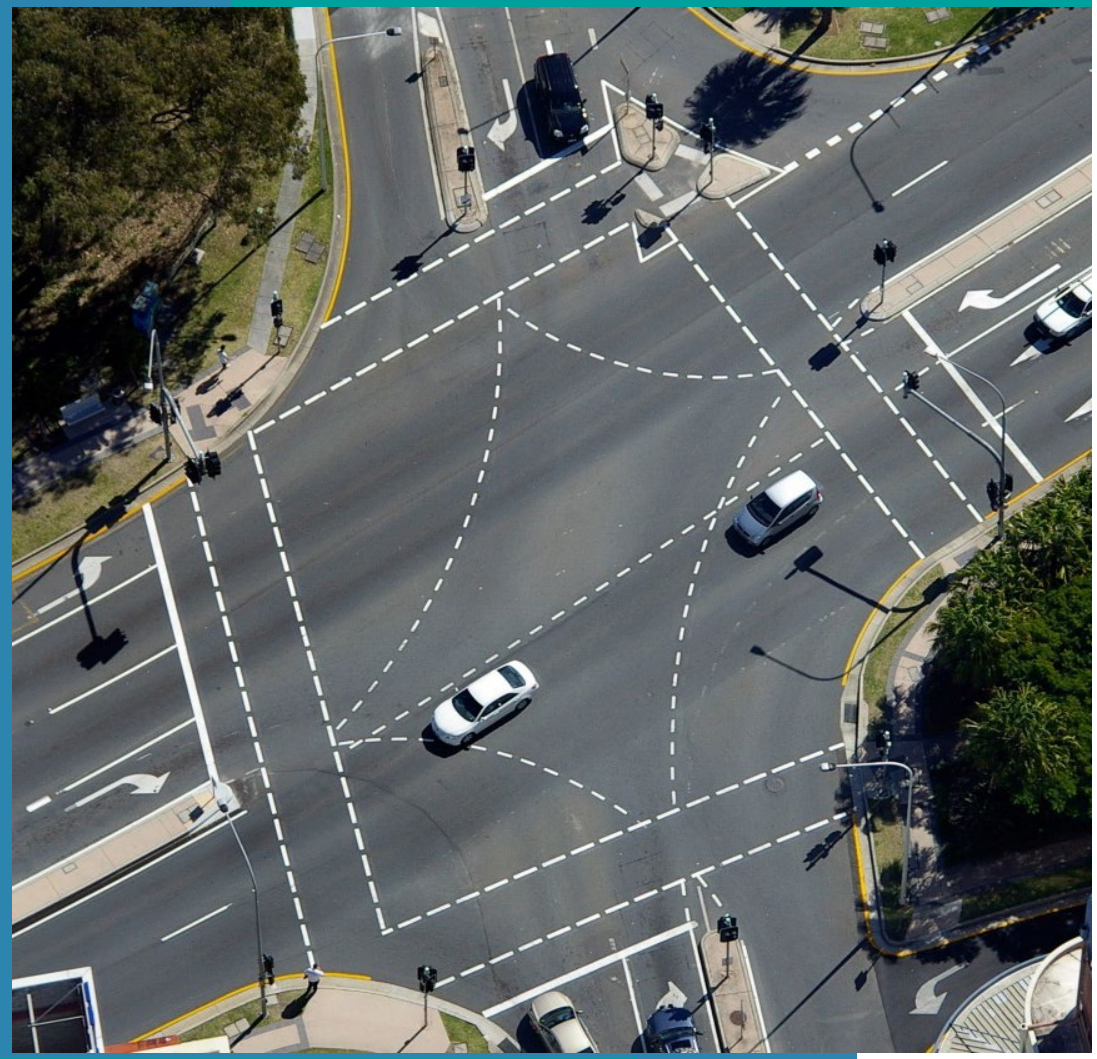
1. City of Soledad Level of Service Threshold is LOS D,which allows a delay of up to 35 seconds of delay.

LOS A: 0 to 10 seconds
LOS B: >10 to 15 seconds
LOS C: >15 to 25 seconds
LOS D: >25 to 35 seconds
LOS E: >35 to 50 seconds
LOS F: >50 seconds



PREVIOUS MWSW ANALYSIS

- Previously, TLE to performed a MWSW analysis at 3 intersections with the following recommendations.
- **San Vicente Rd/Gabilan Dr:**
  - 2 of the 6 MWSW criteria were met – volume/delay and similar streets.
  - Recommendation: convert to multi-way stop intersection.
- **Market St/Benito St:**
  - 3 of the 6 MWSW criteria were met – vehicle & pedestrian conflicts, sight distance and similar streets.
  - Recommendation: convert to multi-way stop intersection.
- **Orchard Lane/Ventura Dr:**
  - 1 of the 6 MWSW criteria were met – sight distance.
  - Recommendation: due to very low side street traffic volumes, do not convert to multi-way stop intersection.



CONCLUSION - NEXT STEPS

- Consider implementing multi-way stop intersections at the locations recommended by TLE.
- TLE has prepared All-Way Stop Control Improvement Plans for:
  - San Vicente Rd/Gabilan Dr
  - Market St/Benito St
- TLE is currently working on All-Way Stop Control Improvement Plans for:
  - Front St/Benito St
  - Front St/Encinal St
  - Front St/Soledad St
- **With city approval and direction, the Public Works Department will work with TLE to complete the plans and convert these locations to multi-way stop intersections.**



QUESTIONS?

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6181, A Resolution Approving the Use of General Fund Operating Reserves and a Budget Amendment in an Amount not to Exceed $50,000 for Professional Services to Initiate a Parcel Tax for the Soledad Fire Department**

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

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **December 4, 2024**

Recommendation

It is recommended that the City Council of the City of Soledad adopt and consider Resolution No. 6181, "A Resolution Approving the Use of General Fund Operating Reserve and a Budget Amendment in an Amount not to Exceed $50,000 for Professional Services to Initiate a Parcel Tax for the Soledad Fire Department".

Executive Summary

The City of Soledad has had a contract with the California Department of Forestry and Fire Protection (Cal Fire) to staff the Soledad Fire Department since January 2012. After over a decade with Cal Fire, City Council requested staff evaluate the financial feasibility of hiring in-house personnel. After staff conducted a presentation demonstrating that Cal Fire was the most economical option, the Council decided to remain with Cal Fire and directed staff to explore alternative revenue sources to fund the Fire Department. As Soledad grows including the approval of a multi-story hotel and the Miramonte Specific Plan with an anticipated 2,400 new housing units, the City needs to expand fire protection and emergency medical services to meet the National Fire Protection Association (NFPA) recommended staffing of 3 people per shift. A parcel tax is the City's best option to fund these services and recommended staffing levels. To provide start-up funding for professional services to initiate the Parcel Tax, it is recommended that the City Council approve the use of up to $50,000 of General Fund Operating Reserves and a budget amendment. A decision to place a parcel tax on the June 2025 ballot would have to come back to Council for approval.

Background

In the fall of 2011, to address the economic downturn and the continuing structural budget deficits that the City of Soledad faced, City Staff conducted an in-depth review of how to improve the City's financial situation and condition. This review required consideration of staffing levels, particularly in

public safety services and programs. As part of the City's in-depth review of how to improve the City's financial situation and condition, staff considered contracting with Cal Fire for fire protection services.

After more than a decade with Cal Fire and as the 3-year contract was set to expire in June 2024, the City Council requested that staff provide a financial analysis of potentially bringing these services back in house. On January 17, 2024 after staff made a presentation, the City Council determined that Cal Fire is still the most economical option despite the requirement to increase staffing to cover leave and the rising personnel costs. As a result, the City Council approved a year contract with Cal Fire for $2,152,347 for Fiscal Year 24/25, an increase of over $500,000 from the prior year. One of the reasons why a multi-year contract was not approved was because of the uncertainty of how the City could absorb the rising costs without an alternative revenue source.

On March 8, 2024, staff applied for a Staffing for Adequate Fire and Emergency Response (SAFER) Grant through FEMA. At the end of September 2024, Staff was informed that the City did not receive this funding, which would have assisted with increased staff levels. The City plans to reapply for this funding when it is reopened in early 2025.

Review & Analysis

As part of the presentation on January 17, 2024, staff introduced the idea of initiating a parcel tax for fire protection/emergency medical services. Although the Council recognized how difficult it would be to pay this tax especially with rising inflation, Councilmembers understood that these services are essential, and the current revenues could not sustain ongoing costs for fire protection and emergency medical services. Thus, staff was directed to explore the option of a parcel tax.

With the recent purchase of a ladder truck and all the various housing and economic development projects in the pipeline, the City needs to sustain and expand its fire protection and emergency medical services. The Soledad Fire Department (Cal Fire) is responding to 100 to 150 calls per month with only two-people (2-0) on shift. There are many times when the crew must depend on mutual aid due to staffing. Industry standard is a three-person shift (3-0) staffing. Thus, it is the City's goal to ultimately move from 2-0 to 3-0 staffing, which is necessary to create a safer community and may also help residents and business owners in reducing insurance costs. A parcel tax will help us achieve this goal.

The parcel tax will require two-thirds of voters to pass, which will be challenging. However, just a couple of years ago the City of Greenfield was able to pass a parcel tax for fire services. Staff evaluated the parcel tax model used by Greenfield, which is added to the property owners annual tax bill. Applying this model to Soledad, it is estimated that this tax would generate between $900,000 and $1,000,000 on an annual basis. The revenue generated would increase as the City grows and new homes and commercial buildings are constructed. The tax, using the City of Greenfield model, would range from $93.18 to $219.23 per parcel on an annual basis. Commercial and industrial parcels would have an additional charge of .07 per building square foot. Impact to resident and commercial parcel tax owners would be on an annual basis as follows:

- Single Family Residential Parcel $219.24
- Multi-Family Parcel $164.42 (per unit)
- Non-Residential Parcel $93.18 - $219.23 plus $.07 per building sq ft

Consistent with similar assessments, the parcel tax model would have an inflationary provision to

increase on an annual basis based on a pre-determined formula such as Consumer Price Index (CPI). An inflationary provision will ensure that future cost increases such as salaries, benefits, and supplies will be able to be covered.

To proceed with the next steps in the process, the City would have to hire a consultant to assist with marketing and polling to determine the likelihood of passage if placed on the ballot. This type of work can be expensive, so the City is seeking a budget amendment of up to $50,000 using General Fund Operating Reserves. The City Manager would work with staff to issue a Request for Proposal for consultant services and could enter into any contract of $50,000 or less. If the consultant determines the parcel tax is polling well, the City Council will have the opportunity to place it on the June 2025 ballot. This would allow enough time to get it on the tax rolls by Fiscal Year 25/26.

Financial Considerations

Based on similar efforts in other jurisdictions, the City anticipates hiring a consultant for up to $50,000. Staff is proposing using $50,000 from General Fund Operating Reserves for this professional services contract. If it is recommended that the parcel tax be placed on the ballot, the election could cost upwards of $80,000. If the City is successful, the parcel tax could result in up to $1 million in revenue for fire services. If the City decided not to pursue this revenue stream, other city services such as economic development, housing, and youth programming may have to be cut to fund fire services.

Alternatives

- Adopt the resolution approving the use of General Fund Operating Reserves and a budget amendment of up to $50,000 to enter into a professional services contract to initiate a parcel tax; or
- Do not adopt the resolution and provide other direct to staff.

Planning/CEQA

The approval of the use of General Fund Operating Reserves and Budget Amendment is a ministerial action and is not considered a project for the purposes of the California Environmental Quality Act (CEQA) and has no potential for resulting in either a direct or indirect impact to the environment.

Public Notice Requirements

Not required.

Attachment(s):
Resolution No. 6181

RESOLUTION NO. 6181

A RESOLUTION OF THE CITY OF SOLEDAD APPROVING THE USE OF GENERAL FUND OPERATING RESERVES AND A BUDGET AMENDMENT IN AN AMOUNT NOT TO EXCEED $50,000 FOR PROFESSIONAL SERVICES TO INITIATE A PARCEL TAX FOR THE SOLEDAD FIRE DEPARTMENT (CAL FIRE)

WHEREAS, the City of Soledad has had a contract with California Department of Forestry and Fire Protection (Cal Fire) to staff the Soledad Fire Department since January 2012; and

WHEREAS, after more than a decade with Cal Fire and as the 3-year contract was set to expire in June 2024, the City Council requested that staff provide a financial analysis of potentially bringing these services back in house; and

WHEREAS, after making this presentation on January 17, 2024, the City Council agreed that Cal Fire was the most economical option and directed staff to explore the possibility of establishing a parcel tax to pay for fire protection/emergency medical services; and

WHEREAS, today, Cal Fire staffing levels are slightly above 2 full-time persons per shift, however, as the City grows including the approval of a new multi-story hotel and the Miramonte Specific Plan with an anticipated 2,400 new housing units, Soledad will have to expand fire protection and emergency medical services; and

WHEREAS, to meet the National Fire Protection Association (NFPA) recommended staffing levels, the City will have to increase staffing to a 3-person shift, and with rising personnel costs, the City needs an additional funding source to pay for fire protection/emergency medical services; and

WHEREAS, a parcel tax is the City's best option to fund fire protection and emergency medical services, but will require start-up funding in an amount not to exceed $50,000 to hire a consultant for marketing and polling to determine whether the parcel tax should be placed on the June 2025 ballot; and

WHEREAS, approval of the use of General Fund Operating Reserves and a budget amendment is a ministerial action and is not considered a project for the purposes of the California Environmental Quality Act (CEQA) and has no potential for resulting in either a direct or indirect impact to the environment.

NOW THEREFORE BE IT RESOLVED, that the City Council of the City of Soledad hereby approves the use of General Fund Operating Reserves and a budget amendment in an amount not to exceed $50,000 for professional services to initiate a Parcel Tax for the Soledad Fire Department (Cal Fire).

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 4th day of December 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