



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

WEDNESDAY, SEPTEMBER 18, 2024

CITY HALL, COUNCIL CHAMBERS

6:00 PM

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

Join Zoom Meeting

<https://cityofsoledad.zoom.us/j/88587308932>

Or Call

1-669-900-6833 and use Meeting ID: 885 8730 8932

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

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- I. CALL TO ORDER**
 - II. ROLL CALL**
 - III. PUBLIC COMMENT - CLOSED SESSION ITEMS**
 - IV. CLOSED SESSION**

The City Council will recess to closed session pursuant to Government Code Section 54956.8 to give instructions to the City's negotiator concerning the lease of property located on the corner of Gabilan and Prado Drives, Assessor Parcel Number 022-321-001-000. Instructions may include price and terms of payment.

- V. CLOSED SESSION REPORTS**
- VI. PLEDGE OF ALLEGIANCE**

VII. ADDITIONS/MODIFICATIONS TO THE AGENDA

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

VIII. 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.

IX. COUNCIL PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad Proclaiming September 14-22 as Latino Conservation Week.

Attachments:

[Staff Report](#)

2. A Proclamation of the City Council of the City of Soledad Proclaiming September 15th - October 15th as Hispanic Heritage Month.

Attachments:

[Staff Report](#)

3. A Proclamation of the City Council of the City of Soledad will be presented to Mr. Juan Baltierra, Honoring September 20, 2024 as POW/MIA Recognition Day.

Attachments:

[Staff Report](#)

X. CONSENT CALENDAR

1. Minutes

Attachments:

[Staff Report](#)

[Minutes of 09-04-2024](#)

COUNCIL ACTION: _____

2. Warrants

Attachments:

[Staff Report](#)

[055408 - 055419](#)

COUNCIL ACTION: _____

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

Attachments:

[Staff Report](#)

COUNCIL ACTION: _____

4. Resolution No. 6159, A Resolution of the City Council of the City of Soledad Adopting Paid Holidays for Calendar Year 2025

Attachments:

[Staff Report](#)

[Resolution No. 6159 and Exhibit A](#)

COUNCIL ACTION: _____

5. Resolution No. 6160, A Resolution of the City Council of the City of Soledad Approving a Consultant Services Agreement with BFS Landscape Architects in an Amount not to Exceed \$88,700 for Design Services for the Future Development of Toledo Basin Park (Gabilan Pond Park) and Authorizing the City Manager to Execute Said Agreement for \$88,700

Attachments:

[Staff Report](#)

[Resolution No. 6160](#)

[Exhibit A](#)

COUNCIL ACTION: _____

6. Resolution No. 6161, a Resolution of the City Council of the City of Soledad Approving a Consulting Services Task Order with MNS Engineers to Prepare a Hazard Mitigation Grant Program (HMGP) Application for the City's Backup Emergency Generators Project and Authorizing the City Manager to Execute the Task Order for an Amount not to Exceed \$75,652

Attachments:

[Staff Report](#)

[Resolution No. 6161](#)

[Exhibit A - MNS Task Order for Hazard Mitigation Grant Program](#)

COUNCIL ACTION: _____

XI. BUSINESS

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

Attachments:

[Staff Report](#)

COUNCIL ACTION: _____

2. Consider Proposed Changes to the General Plan Advisory Committee and Provide Direction to Staff

Attachments:

Staff Report
February 15, 2023 GPAC Formation Staff Report
March 15, 2023 GPAC Selection Staff Report
GPAC Ground Rules

COUNCIL ACTION: _____

3. Current Housing Work Program and Policy/Program Priorities

Attachments:

Staff Report
Housing Work Program and Policy/Programs Priorities

COUNCIL ACTION: _____

4. Consideration of Sponsoring the 2025 4th of July Fireworks Show

Attachments:

Staff Report

COUNCIL ACTION: _____

5. Appointment of an Alternate for the Salinas Valley Soledad Waste Authority Board

Attachments:

Staff Report

COUNCIL ACTION: _____

XII. MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

XIII. COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS

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 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (RCRF 35.102-35.104).

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

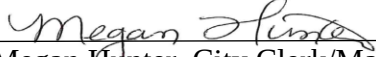
En caso que usted necesite ayuda en leer o en entender este aviso de Junta Publica, usted puede ponerse en contacto con la oficina del Edificio Municipal en 248 Calle Main o llamar al número (831) 223-5014, y el aviso será traducido para usted.

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

Comentarios públicos por correo electrónico deben realizarse no más tarde de las 2:00 p.m. el día de la reunión programada y deben ser enviados al Secretario de la Ciudad a darlene.noriega@cityofsoledad.com. Los comentarios son limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido a limitaciones de tiempo. El Secretario de la Ciudad leerá los comentarios por correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

CERTIFICATION

I, Megan Hunter, City Clerk of the City of Soledad, do hereby certify that a copy of the foregoing Joint City Council/Successor Agency Regular Meeting Agenda was posted at City Hall by Friday, September 13, 2024, at 5:00 p.m.



Megan Hunter, City Clerk/Manager

09/12/2024



COUNCIL COMMUNICATION

SUBJECT: A Proclamation of the City Council of the City of Soledad Proclaiming September 14-22 as Latino Conservation Week.

TO: Honorable Mayor Velazquez and City Council

FROM: Jesus Valenzuela, Community Engagement Manager

THROUGH: Megan Hunter, City Manager

MEETING

DATE: September 18, 2024



COUNCIL COMMUNICATION

SUBJECT: A Proclamation of the City Council of the City of Soledad Proclaiming September 15th - October 15th as Hispanic Heritage Month.

TO: Honorable Mayor Velazquez and City Council

FROM: Jesus Valenzuela, Community Engagement Manager

THROUGH: Megan Hunter, City Manager

MEETING

DATE: September 18, 2024



COUNCIL COMMUNICATION

SUBJECT: A Proclamation of the City Council of the City of Soledad will be presented to Mr. Juan Baltierra, Honoring September 20, 2024 as POW/MIA Recognition Day.

TO: Honorable Mayor Velazquez and City Council

FROM: Jesus Valenzuela, Community Engagement Manager

THROUGH: Megan Hunter, City Manager

MEETING

DATE: September 18, 2024



COUNCIL COMMUNICATION

SUBJECT: Minutes

TO: Honorable Mayor Velazquez and City Council

FROM: Darlene Noriega, Deputy City Clerk

THROUGH: Megan Hunter, City Manager

MEETING

DATE: September 18, 2024

Minutes

City of Soledad Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/ Regular Meeting September 04, 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 – Arrived at 6:11 p.m.
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Evarista Bañuelos

THE FOLLOWING COUNCILMEMBER WAS ABSENT

Mayor Pro Tem/Vice Chair	Maria Corralejo
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PUBLIC COMMENT ON CLOSED SESSION ITEMS

None

PLEDGE OF ALLIGIANCE

Councilmember Banuelos led the Pledge of Allegiance

A moment of silence was taken for Cal Fire Apparatus Engineer Christopher Ward.

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

None

PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad was presented to Sun Street Centers South County Prevention South County representative Danelle Hernandez and a group of students from the STEPS mentoring program, recognizing the month of September as National Recovery Month.
2. A Proclamation of the City Council of the City of Soledad was presented to Jacob's Heart Representative Edith Barron, Honoring Jacob's Heart Children's Cancer Support Services and Declaring the month of September Childhood Cancer Awareness Month.
3. A Certificate of Appreciation by the City Council of the City of Soledad was presented to IPM Specialist for their generous support.
4. Newmark Retail California Senior Vice President John Lee gave a Soledad Marketplace Economic Development Update.

Newmark Retail California Senior Vice President John Lee will come quarterly to give updates.

5. Monterey Salinas Transit representative will give a brief presentation on Soledad circulator and bus stops.

Soledad Ace Hardware owner Johnny Alcantar is not in favor of the plans for the MST bus stop being placed in front of Ace Hardware. He believes the new bus stop will affect his new business terribly. The bus stop will eliminate 90 ft. of their loading zone area and will cause numerous problems for the safety of the employees and pedestrians. He feels the new bus stop will make it very difficult to have a successful business.

Soledad Ace Hardware Owner Maria Alcantar is not in favor of the plans for the MST bus stop being placed in front of Ace Hardware. She believes the bus stop will bring several problems and she hopes there is an alternative for the bus stop.

Hartnell student Associate to Students President and Student Trustee Zoey Cruz asked that consideration be taken to have a bus stop placed at the Soledad Hartnell Education Center. Zoey believes creating a stop at Education Center location will be beneficial to the many students who use public transportation.

Hartnell College Vice President of Student Affairs Dr. Romero Jalomo is in favor of the planned MST fixed route and encroachment permit.

Councilmembers had numerous questions and comments regarding the presentation.

CONSENT CALENDAR

There were no public comments.

Councilmember Ansaldo-Sanchez requested to have separate discussion regarding item numbers C-10 and C-14

Councilmember Cabrera requested to have separate discussion regarding item number C-5.

Mayor Velazquez requested to have separate discussion regarding item numbers C-3, C-4, and C-16.

Motion: Councilmember Ansaldo-Sanchez made motion to approve items C-1, C-2, C-6, C-7, C-8, C-9, C-11, C-12, C-13, and C-15. Motion was seconded by Councilmember Banuelos and carried by the following vote:

Action

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

- C-1. Joint City Council/Successor Agency Regular Meeting Minutes of 08/07/2024
- C-2. Warrants 055270 - 055392
- C-6. Community and Economic Development Department Activity Report
- C-7. Public Works Activity Report
- C-8. Human Resources Activity Report
- C-9. Office of Community Engagement Report
- C-11. Community Resolution No. 6149, A Resolution of the City Council of the City of Soledad Approving:
 - 1. Consulting Services Agreement Task Order No. 2 in the Amount of \$24,270 with 360 PSM to Provide DIR Labor Compliance Support Services for the Community Center Building Modernization Project and
 - 2. Consulting Services Agreement Task Order No. 3 in the Amount of \$23,472 With 360 PSM to Provide DIR Labor Compliance Support Services for the Front Street Maintenance Project and Authorizing the City manager to Execute Said Task Orders on Behalf of the City of Soledad
- C-12. Resolution No. 6151, A Resolution of the City Council of the City of Soledad Approving Consultant Services Agreement with Mark Miller & Associates in the Amount not to Exceed \$32,500 for Design Services for Soledad CIP #S01 – Manholes Rehabilitation/Replacement Project, and Authorizing the City Manager to Execute said Agreement on Behalf of the City of Soledad
- C-13. Resolution No. 6152, A Resolution A Resolution of the City Council of the City of Soledad Approving an Amendment to Consulting Services Agreement Task Order No. 2 with In Studio Architecture for \$20,000 to Provide Additional Construction Management Support Services For a Total Amount Not to Exceed Amount of \$75,000 for the Soledad Fire Department Aerial Apparatus Bay Project and Authorizing the City Manager to Execute Said Task Order Amendment on Behalf of the City of Soledad
- C-15. Resolution No. 6154, A Resolution of the City Council of the City of Soledad A Joint Resolution of the City Council of the City of Soledad/City Council As Board to the Successor Agency to the Soledad Redevelopment Agency/Board of the Soledad Successor Housing Agency/Soledad Housing Authority Executive Board Approving Amendment No. 1 to the Employment Agreement for City Manager/Successor Agency Director/Successor Housing Agency Director/Housing

Authority Executive Director Services with Megan Hunter

Motion: Councilmember Ansaldo-Sanchez made motion to approve items C-3, C-4, C-5, C-10, C-14, and C-16. Motion was seconded by Councilmember Banuelos and carried by the following vote:

Action

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

C-3. Parks and Recreation Department Activity Report

C-4. Police Department Activity Report

C-5. CalFire Department Activity Report

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

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

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

BUSINESS

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

Community Engagement Coordinator Henry Aguilar presented the staff report.

Economic Development Coordinator Tencia Vargas and Community and Economic Development Director Kao Nou Yang presented further clarifying information.

There were no public comments.

Alternative event dates were discussed, and direction was provided to staff.

Motion: Councilmember Ansaldo-Sanchez made motion to continue the item to the 09/18/2024 Regular City Council meeting. Motion was seconded by Councilmember Banuelos and carried by the following vote:

Action

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

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

Parks and Recreation Director Jessica Potts presented the staff report.

Council Action:

No action was taken.

Information was received by the City Council and direction provided to staff.

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

Community Engagement Manager Jesus Valenzuela presented the staff report.

There were no public comments.

Motion: Councilmember Cabrera made motion to approve Resolution No. 6158 and appoint Councilmember Cabrera as the Voting Delegate, Councilmember Banuelos as 1st Alternate Voting Delegate, and herself, Mayor Velazquez, as 3rd Voting Delegate. Motion was seconded by Councilmember Bañuelos and was carried by the following vote:

Action

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

4. Creation of the Soledad City Council Legislative Committee

Community Engagement Manager Jesus Valenzuela presented the staff report.

There were no public comments.

City Manager Hunter suggested appointing representatives now and then re-appointing the legislative committee representatives again in December to align with the normal appointment process for Council committees.

Councilmember Cabrera suggested having the appointments rotating.

Motion: Mayor Velazquez made minute motion to create the Soledad City Council Legislative Committee and appoint Councilmember Ansaldo-Sanchez and Councilmember Cabrera to be on the committee. Motion was seconded by Councilmember Bañuelos and carried by following vote:

Action

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

5. Status update on American Rescue Plan Act projects and recommended modifications.

City Manager Megan Hunter presented the staff report.

Council Action:

No action was taken for Item 5.

Update and modification Information was received and accepted by the City Council.

Items 5 and 6 were presented together to better show the needed modifications.

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

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

Mayor Velazquez requested that the council receive a comprehensive plan for the Community Center Modernization Program that includes all phases, the budget, and funding sources used and needed.

Motion: Councilmember Banuelos made motion to approve Resolution No's. 6150 and 6157. Motion was seconded by Councilmember Cabrera and carried by the following vote:

Action

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

MAYOR'S ANNOUNCEMENTS AND REPORTS

1. On 08/26 she attended the Salinas Valley Mayors' and City Manager's meeting in Soledad.
2. On 08/26 there was a scheduled City Council Rules and Policies subcommittee, however it was rescheduled.

3. On 08/27 she participated in the League of California Cities Governance Committee meeting.
4. On 08/28 she attended a Leadership Council meeting.
5. On 08/29 she attended her weekly meeting with City Manager Hunter.
6. On 08/30 she attended the raising of the POW/MIA Flag.
7. On 08/31 she attended an Avena event with Cónsul General Alejandra Bologna Mexican Consulate.
8. She thanked Jose Lopez from CASA Guanajuato for assisting people in seeing their families that they had not been able to see.
9. On 08/31 she attended a ribbon cutting for the Community Garden at the Soledad Methodist Church.

COUNCILMEMBERS' ACKNOWLEDGEMENTS AND REPORTS

Councilmember Bañuelos had 2 items to report:

1. On 08/30 she participated in the POW/MIA Flag raising ceremony.
2. She would like to see more social media regarding events in Soledad.

Councilmember Ansaldo-Sánchez had no item to report.

Councilmember Cabrera had 2 items to report:

1. On 08/28 he attended the TAMC meeting.
2. On 08/30 he participated in the POW/MIA Flag raising ceremony.

CITY MANAGERS' REPORT

City Manager Hunter reported 6 items:

1. She acknowledged all efforts of staff and thanked them for their accomplishments.
2. There will be a 9/11 event in Soledad at City Hall.
3. There will be a Volunteer Appreciation BBQ on 09/21 at the Soledad Community Center.
4. Hartnell is moving forward with the second phase of construction. She recommends everyone to advocate for a childcare facility.
5. She will be at the ICMA Conference from 09/20 through 09/27.
6. She would like to have staff do a presentation regarding housing programs, rent control, and rent stabilization.

FUTURE AGENDA ITEMS

Councilmember Cabrera did not request any future agenda items.

Councilmember Ansaldo-Sánchez requested 1 future agenda item:

1. He would like to have an alternate appointed for the Salinas Valley Solid Waste Authority.

Councilmember Banuelos did not request any future agenda items.

Mayor Velazquez requested 4 future agenda items:

1. She would like to have an update on the pro housing designation.
2. She would like council to receive a report regarding the revenues from the car show and the projected use of the funds.

City Manager Hunter said the Finance Department is moving through a major upgrade with their financial software, and they are also occupied with the audit at this time. She believes the requested information can be provided in mid-October.

3. She would like to have a conversation about street sweeping, because there is a cost, but cars are not moving, so the sweeper is not able to sweep correctly.
4. She would like to have a conversation about having a measure on the ballot regarding term limits.

ADJOURNMENT

Meeting adjourned at 10:44 p.m.

Minutes Approved: September 18, 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: September 18, 2024

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
	C-CHECK	VOID CHECK	V	9/06/2024		055408		
	C-CHECK	VOID CHECK	V	9/06/2024		055409		
	C-CHECK	VOID CHECK	V	9/06/2024		055410		
	C-CHECK	VOID CHECK	V	9/06/2024		055412		
	C-CHECK	VOID CHECK	V	9/04/2024		055416		
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
	C-CHECK	SUN LIFE ASSURANCE COMP	VOIDED	V	9/05/2024	055417		3,644.39CR
	C-CHECK	VOID CHECK	V	9/05/2024		055418		
	C-CHECK	VOID CHECK	V	9/05/2024		055420		

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	0	0.00	0.00	0.00
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	8 VOID DEBITS	0.00		
	VOID CREDITS	3,644.39CR	3,644.39CR	0.00

TOTAL ERRORS: 0

VENDOR SET: 01	BANK: *	TOTALS:	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
			8	3,644.39CR	0.00	0.00
BANK: *		TOTALS:	8	3,644.39CR	0.00	0.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
STAEDD I-T2 202408292229	STATE OF CALIFORNIA E.D.D. STATE TAX W/H	R	8/30/2024	11.85		055393		11.85
PADILL I-040224	JORGE PADILLA Reimb. Meals-Rexel Tech Trng.	R	8/30/2024	32.34		055394		32.34
PARTNE I-10	PARTNERS FOR PEACE SOLEDAD FAMILY VIOLENCE PREVNT	R	8/30/2024	22,690.21		055395		22,690.21
SOUTHM I-SOLEDAD 1	SOUTH MONTEREY COUNTY FIRE PRO FD JAN-JUNE PHONES	R	8/30/2024	497.42		055396		497.42
STAPLE I-6000309396 I-6000309397 I-6000309402 I-6000309403 I-6000635263A I-6000635264A I-6000635265A	STAPLES BUSINESS CREDIT WALL CLOCK - LAB PEN REFILLS - PADIUM INK REFILLS/RESTOCK WW JANITORIAL/OFFICE SUPPLIES UNPAID SALES TAX UNPAID SALES TAX UNPAID SALES TAX	R R R R R R R	8/30/2024 8/30/2024 8/30/2024 8/30/2024 8/30/2024 8/30/2024 8/30/2024	65.10 20.97 283.84 52.86 4.31 3.42 2.61		055397 055397 055397 055397 055397 055397 055397		433.11
AFLAC I-AF2202409042234 I-AFL202409042234	AFLAC HEADQUARTERS AFLAC CONTRIBUTION AFLAC CONTRIBUTION	R R	9/06/2024 9/06/2024	901.33 1,168.77		055399 055399		2,070.10
CALIFS I-CH 202409042234	CALIFORNIA STATE DISBURSEMENT CHILD SUPPORT CONTRIBUTION	R	9/06/2024	1,061.07		055400		1,061.07
COMM F I-CCD202409042234	COMMUNITY FOUNDATION FOR MONTE CAPITAL CAMPAIGN DONATION	R	9/06/2024	120.00		055401		120.00
ICMA R I-401202409042234	MISSION SQUARE-109117 EMPLOYEE DEDUCTION	R	9/06/2024	243.42		055402		243.42
PRINCI I-110202409042234 I-120202409042234	PRINCIPAL LIFE INSURANCE COMPA DENTAL INSURANCE VISION INSURANCE	R R	9/06/2024 9/06/2024	3,070.63 501.68		055403 055403		3,572.31
SEIU L I-SCO202409042234 I-SEI202409042234	SEIU LOCAL 521 EMPLOYEE CONTRIBUTION EMPLOYEE CONTRIBUTION	R R	9/06/2024 9/06/2024	24.00 1,407.60		055404 055404		1,431.60
SPOA I-SPO202409042234	SOLEDAD POLICE OFFICERS ASSOCI POLICE OFFICERS CONTRIBUTIONS	R	9/06/2024	720.00		055405		720.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
STAEDD	STATE OF CALIFORNIA E.D.D.							
I-T2 202409042234	STATE TAX W/H	R	9/06/2024	11,151.71		055406		11,151.71
STPERS	STATE OF CALIFORNIA PERS							
I-PCR202409042234	CHIEF & LIEUTENANT	R	9/06/2024	3,447.99		055407		
I-PEC202409042234	City of Soledad Conf PEPRA	R	9/06/2024	295.10		055407		
I-PEP202409042234	EMPLOYEE CONTRIBUTION	R	9/06/2024	10,145.55		055407		
I-PER202409042234	City of Soledad Regular Empl	R	9/06/2024	10,602.27		055407		
I-PES202409042234	City of Soledad Police	R	9/06/2024	5,546.90		055407		
I-PKE202409042234	City of Soledad Conf. Employee	R	9/06/2024	330.78		055407		
I-PME202409042234	City of Soledad Reg Managers	R	9/06/2024	527.49		055407		
I-PMR202409042234	City of Soledad Managers	R	9/06/2024	764.87		055407		
I-PPE202409042234	City of Soledad Police	R	9/06/2024	2,356.88		055407		
I-PPR202409042234	City of Soledad Police	R	9/06/2024	2,627.59		055407		
I-PPS202409042234	City of Soledad Police	R	9/06/2024	5,542.85		055407		
I-PRE202409042234	EMPLOYEE CONTRIBUTION	R	9/06/2024	4,681.52		055407		
I-PRR202409042234	City of Soledad Regular Empl	R	9/06/2024	7,267.83		055407		54,137.62
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
I-SLI202409042234	LIFE, AD&D, LTD	R	9/06/2024	1,854.96		055411		
I-SLS202409042234	SUPPLEMENTAL	R	9/06/2024	379.50		055411		2,234.46
UNIWAY	UNITED WAY MONTEREY COUNTY							
I-UN 202409042234	UNITED WAY CONTRIBUTIONS	R	9/06/2024	2.00		055413		2.00
VANTAG	MISSION SQUARE-303584							
I-D15202409042234	DEFERRED-EMPLOYEE PORTION	R	9/06/2024	549.74		055414		
I-DDD202409042234	DEFERRED-EMPLOYEE PORTION	R	9/06/2024	8,345.00		055414		
I-DEF202409042234	DEFERRED-EMPLOYEE PORTION	R	9/06/2024	1,134.22		055414		10,028.96
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
I-SLI202407232214	LIFE, AD&D, LTD	R	9/04/2024	1,924.31		055415		
I-SLS202407232214	SUPPLEMENTAL	R	9/04/2024	380.37		055415		2,304.68
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
I-110202407232214	DENTAL INSURANCE	V	9/05/2024	3,131.64		055417		
I-120202407232214	VISION INSURANCE	V	9/05/2024	512.75		055417		3,644.39
SUNLIF	SUN LIFE ASSURANCE COMPANY OF							
M-CHECK	SUN LIFE ASSURANCE COMP	V	9/05/2024			055417		3,644.39CR
PRINCI	PRINCIPAL LIFE INSURANCE COMPA							
I-110202407232214	Dental Insurance	R	9/05/2024	3,131.64		055419		
I-120202407232214	Vision Insurance	R	9/05/2024	512.75		055419		3,644.39

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
P.G.E. I-1185069-4	PACIFIC GAS & ELECTRIC Little League Park Project	H	1/28/2015	180.86		151600		180.86

* * T O T A L S * *	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	19			120,031.64	0.00	116,387.25
HAND CHECKS:	1			180.86	0.00	180.86
DRAFTS:	0			0.00	0.00	0.00
EFT:	0			0.00	0.00	0.00
NON CHECKS:	0			0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS		0.00			
	VOID CREDITS	3,644.39CR		3,644.39CR	0.00	

TOTAL ERRORS: 0

	NO			INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
VENDOR SET: 01 BANK: APRAB TOTALS:	21			116,568.11	0.00	116,568.11
BANK: APRAB TOTALS:	21			116,568.11	0.00	116,568.11
REPORT TOTALS:	21			116,568.11	0.00	116,568.11

SELECTION CRITERIA

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

CHECK SELECTION

CHECK RANGE: 055393 THRU 999999
DATE RANGE: 0/00/0000 THRU 99/99/9999
CHECK AMOUNT RANGE: 0.00 THRU 999,999,999.99
INCLUDE ALL VOIDS: YES

PRINT OPTIONS

SEQUENCE: CHECK NUMBER

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



CITY OF SOLEDAD

STAFF REPORT

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

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **September 18, 2024**

Recommendation

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

Executive Summary

On Tuesday, July 30, 2024, Well No. 11, one of Soledad's highest-producing and the only submersible potable water well, was found to be out of service, and the main components, the pump and motor, needed to be replaced. Time was of the essence due to this being our highest water usage season, and another well was also down, so Soledad City Council held a Special Meeting on Wednesday, July 31, 2024, and issued a declaration of an emergency to relieve the City of formal bidding requirements to enable expeditious repairs to Well No. 11, and authorized the City Manager to spend an amount not to exceed \$120,000 for equipment and services to get Well No. 11 back in service. A new pump and motor totaling \$88,470 were ordered on August 27, 2024, and the motor has arrived, but the new pump has not yet been received. The new pump and installation are expected in September.

Background

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

Since that time, Well No.10 was placed back in service and Well No. 6 was placed back in limited service, which enabled the complete filling of the water reservoirs. Well No. 11 remains out of service, so the emergency conditions considered by the Council on July 31, 2024, persist. Staff have used the

authority granted by Council to order a new pump and motor via emergency contracting procedures for Well No. 11.

Review & Analysis

The old pump/motor was shipped to a company in Texas for evaluation to determine whether it can be rebuilt and used as a spare. Unfortunately, we have yet not received an estimated cost or schedule. A new pump and motor were ordered through Maggiora Bros Drilling. The new motor has arrived, and we are awaiting new pump to arrive and be installed by the end of September.

August and September are the highest water demand months. The Soledad water system can keep up with the demand with one well out of service, which we are doing, but if another well goes down, it would be hard to keep up with demand. An analogy for this situation is like driving down a road without a spare tire. Well repairs also take significant time, so when a well goes down in the summer, time is of the essence to arrange repairs for a remote water system as there is no adjacent water system to connect to as a backup.

Financial Considerations

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

Alternatives

- Proceed as recommended.
- Do not approve and the emergency would not continue.

Planning/CEQA

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

Public Notice Requirements

None required.



CITY OF SOLEDAD STAFF REPORT

SUBJECT: Resolution No. 6159, A Resolution of the City Council of the City of Soledad Adopting Paid Holidays for Calendar Year 2025

TO: Honorable Mayor Velazquez and City Council

FROM: Francine Uy, Human Resources Manager

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6159, Adopting Paid Holidays for Calendar Year 2025.

Executive Summary

Each year, the City Council adopts a list of paid holidays, which usually correspond to all Federal or State designated holidays, such as New Year's Day, Presidents' Day, Labor Day, Thanksgiving, and Christmas. The City Council historically approved eleven (11) paid holidays and one (1) floating holiday per calendar year. In June of 2024, the City Council approved an additional paid holiday in observance of Juneteenth as part of the approval of a successor Memoranda of Understanding (MOU) with the employee bargaining groups. The proposed paid holiday calendar for 2025 is now before the City Council for consideration and adoption.

Background

Pursuant to the City of Soledad's Personnel Rules and Regulations Manual; Section 11.08 – Paid Holidays, all regular and probationary employees are entitled to municipal holidays off as provided in a ratified and approved MOU or Resolution adopted by the City Council.

Each year, the City Council approves a list of paid holidays for the subsequent year. This year, the proposed list includes an additional paid holiday in observance of Juneteenth. The City now offers twelve (12) paid holidays and one (1) floating holiday per calendar year.

Review & Analysis

Each year, the City Council approves the list of paid holidays. On these specific days, all City offices will be closed except on an emergency basis. However, police personnel will still provide 24-hour coverage.

When a holiday falls on Saturday or Sunday, which are usually days off for most employees, Friday or Monday is given instead. Additionally, when a holiday falls on a Monday or Friday, which may be the regular day off for an employee on a modified work schedule, the day before or after the holiday will be taken instead.

The rate of pay for each holiday is based on eight (8) hours.

The list of the City's proposed paid holidays for calendar year 2025 was provided to the employee bargaining unit representatives for their review and comment. All bargaining unit representatives concur with the proposed schedule.

Financial Considerations

This is not an additional cost to the employee's salary. These costs have been programmed in the Fiscal Year 2024/25 Budget.

Alternatives

Amend the 2025 Paid Holiday Calendar to reflect alternative dates.

Planning/CEQA

The City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA Guidelines Section 15378) and requires no further analysis.

Public Notice Requirements

None Required.

Attachment(s):
Resolution No. 6159 and Exhibit A

RESOLUTION NO. 6159

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
ADOPTING PAID HOLIDAYS FOR CALENDAR YEAR 2025**

WHEREAS, the City provides employees with benefits that include sick leave, vacation leave, medical benefits, and paid holidays; and

WHEREAS, the City provides employees with twelve (12) paid holidays and one (1) floating holiday each calendar year; and

WHEREAS, the employee bargaining unit representatives have reviewed and approved the City's list of proposed paid holidays for the 2025 calendar year.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the City's Paid Holiday Calendar for 2025, in the form of the document hereinto attached, marked "**Exhibit A**" and by reference made a part hereof, is hereby approved.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting held on the 18th day of September 2024, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

Exhibit A

**CITY OF SOLEDAD
2025 PAID HOLIDAY CALENDAR**

NEW YEAR'S DAY	WEDNESDAY	JANUARY 1, 2025
MARTIN LUTHER KING'S BIRTHDAY	MONDAY	JANUARY 20, 2025
PRESIDENTS' DAY	MONDAY	FEBRUARY 17, 2025
MEMORIAL DAY	MONDAY	MAY 26, 2025
JUNETEENTH	THURSDAY	JUNE 19, 2025
INDEPENDENCE DAY	FRIDAY	JULY 4, 2025
LABOR DAY	MONDAY	SEPTEMBER 1, 2025
VETERANS DAY	TUESDAY	NOVEMBER 11, 2025
THANKSGIVING DAY	THURSDAY	NOVEMBER 27, 2025
DAY AFTER THANKSGIVING DAY	FRIDAY	NOVEMBER 28, 2025
CHRISTMAS EVE	WEDNESDAY	DECEMBER 24, 2025
CHRISTMAS DAY	THURSDAY	DECEMBER 25, 2025
FLOATING HOLIDAY	Pursuant to applicable MOU provisions or the City's Personnel Rules and Regulations Manual.	



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. 6160, A Resolution of the City Council of the City of Soledad Approving a Consultant Services Agreement with BFS Landscape Architects in an Amount not to Exceed \$88,700 for Design Services for the Future Development of Toledo Basin Park (Gabilan Pond Park) and Authorizing the City Manager to Execute Said Agreement for \$88,700

TO: Honorable Mayor Velazquez and City Council

FROM: Jessica Potts, Parks and Recreation Director

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6160, A Resolution of the City Council of the City of Soledad "Approving a Consultant Services Agreement with BFS Landscape Architects in an Amount not to Exceed \$88,700 for Design Services for the Future Development of Toledo Basin Park (Gabilan Pond Park) and Authorizing the City Manager to Execute Said Agreement for \$88,700".

Executive Summary

Soledad's parks are well loved and used, but unfortunately insufficient for the growing population. The City has long been wanting to develop the Toledo Basin (Gabilan Pond Park) after it was decommissioned as a detention pond. The City even developed conceptual plans in 2008, but never moved forward. With the development of the draft Parks and Recreation Master Plan, which started in 2023 and the City's recent purchase of the adjacent property for affordable housing, City Council prioritized the design of the Toledo Basin in the Fiscal Year 24/25 Budget and in the Capital Improvement Plan. City staff reached out to BFS Landscape Architects (BFS LA) as one of the landscape firms on the pre-qualified public works contractor list to provide a scope for the preparation of an updated design for Toledo Basin Park to help the City secure future grants. BFS LA led the design of Orchard Lane Park and helped the City ultimately secure Prop 68 funding for its development.

Background

The Toledo Basin is a 3.8-acre open space in the City of Soledad, located on Gabilan Drive. The space formerly served as a stormwater detention basin but was taken offline when the City installed new storm drain infrastructure. In 2008, the City had a design consultant develop a concept plan for the park,

but this was never implemented. The design consultant conducted community outreach as a part of their design process, and popular programming elements included playgrounds, shade structures, picnic areas, park restroom, walking paths, seating and landscaping. In 2023, as a part of the City's update to the Parks and Recreation Master Plan, additional community outreach was conducted. Feedback included a desire for programming opportunities, including a walking track, outdoor fitness equipment, and a dog park.

Review & Analysis

In response to new planned housing development and the community's need for increased recreational resources, staff met with BFS LA to solicit a scope proposal to gather community feedback, and use that feedback to create a concept design for the former stormwater detention basin located on Gabilan Dr. BFS LA has been previously vetted in a fair competitive selection process and successfully worked with the City on a variety of projects including the renovations of Jesse Gallardo Park, and most recently, the design and development of Orchard Lane Park.

BFS LA's scope proposal to provide services includes community outreach, an updated conceptual design plan, and the preparation of 30% Design Plans, which will include plans, specifications, and cost estimates to help assist the City in applying for additional grant funding to implement and complete the park. With an increased need for outdoor recreational spaces and anticipated development in the adjacent lot, the development of Toledo Basin Park will benefit the community and is a necessary element of the City's General Plan for development and community quality of life. Staff recommends approval of the attached Resolution and scope proposal from BFS LA for Design services for Toledo Basin Park.

Financial Considerations

The project scope provided by BFS LA includes a \$88,700 fee based on the anticipated level of effort to complete all professional work associated with the project. This is within the budget allocated from the collected impact fees within the adopted 24/25 City of Soledad Budget.

Alternatives

- Adopt the recommended resolution.
- Do not approve the attached resolution and provide other direction to staff.

Planning/CEQA

Development of park facilities at the Toledo Basin constitutes a categorical exemption from further environmental analysis as per California Environmental Quality Act (CEQA) Guidelines Section 15332 Class 32. The Class 32 exemption covers projects that are consistent with applicable general plan designations, located on a site of not more than five acres and substantially surrounded by urban uses, of no value as habitat for endangered, rare or threatened species, that would not result in any significant effects relating to traffic, noise or air or water quality, and which can be adequately served by required utilities and public services. All of these conditions are applicable to the proposed project in question.

Public Notice Requirements

Not Applicable.

Attachment(s):

Resolution No. 6160
Exhibit A

RESOLUTION NO. 6160

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD
APPROVING A CONSULTANT SERVICES AGREEMENT WITH BFS LANDSCAPE
ARCHITECTS IN AN AMOUNT NOT TO EXCEED \$88,700 FOR DESIGN SERVICES
FOR THE FUTURE DEVELOPMENT OF TOLEDO BASIN PARK (GABILAN POND
PARK) AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID
AGREEMENT ON BEHALF OF THE CITY OF SOLEDAD**

WHEREAS, The City owns property located at Gabilan Dr and Toledo Street, a former stormwater detention basin, which has been identified as a site for future park and recreational opportunities; and

WHEREAS, known as Toledo Basin Park or Gabilan Pond Park, the City has long been wanting to construct this park and even developed preliminary conceptual plans in 2008, but never moved forward due to lack of funding; and

WHEREAS, with the development of the draft Parks and Recreation Master Plan, which started in 2023 and the City's recent purchase of the adjacent property for affordable housing, City Council prioritized the updated design of the Toledo Basin in the Fiscal Year (FY) 24/25 Budget and in the Capital Improvement Plan; and

WHEREAS, BFS Land Architects was selected from the City's current on-call consultant list as available and with direct experience performing a wide range of tasks, including; community outreach, concept and design development, design documents, and CAD topographic surveys and previously led a similar process for Orchard Lane Park, the City's newest park; and

WHEREAS, \$170,000 was budgeted in the FY 24/25 with funding coming from park impact fees for the design of Toledo Basin Park, a necessary step in securing grants to facilitate its development.

NOW, THEREFORE BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that a Consultant Services Agreement between the City of Soledad and BFS Landscape Architects in the amount not to exceed \$88,700, a copy of which is attached hereto as **Exhibit A** and by reference incorporated herein, is hereby approved and the City Manager is authorized and directed to execute the same on behalf of the City of Soledad.

PASSED AND ADOPTED by the City Council of the City of Soledad, at a regular meeting duly held on the 18th day of September 2024, by the following vote:

AYES, and in favor thereof Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
BFS LANDSCAPE ARCHITECTS**

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and BFS Landscape Architects ("Consultant") (together sometimes referred to as the "Parties") as of September 18, 2024, (the "Effective Date").

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

- 1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on September 18, 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 \$88,700, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the

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

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

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

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

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

- 2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 60 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.
- 2.4 **Total Payment.** City shall pay for the services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.5 **Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.6 **Reimbursable Expenses.** Reimbursable expenses are specified below, and shall not exceed \$ 0 . Expenses not listed below are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.7 **Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.8 **Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant for all outstanding costs and reimbursable expenses incurred for work satisfactorily completed as of the date of written notice of termination. Consultant shall maintain adequate logs and timesheets to verify costs incurred to that date.
- 2.9 **Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve

incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

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

4.2 Commercial General and Automobile Liability Insurance.

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

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

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

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant
- c. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.
- d. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.

4.3 Professional Liability Insurance.

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

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

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

- b. Insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of five years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

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

4.4 All Policies Requirements.

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

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

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

4.4.4 Wasting Policies. No policy required by this Section 4 shall include a "wasting" policy limit (i.e. limit that is eroded by the cost of defense).

4.4.5 Waiver of Subrogation. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss.

Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the consultant, its employees, agents, and subcontractors.

4.4.6 Subcontractors. Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant's breach:

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES. Consultant shall, to the fullest extent allowed by law, with respect to all Services performed in connection with this Agreement, defend with counsel acceptable to City, indemnify, and hold City, its officers, employees, agents, and volunteers, harmless from and against any and all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, ("Claims"). Consultant will bear all losses, costs, damages, expense and liability of every kind, nature and description that arise out of, pertain to, or relate to such Claims, whether directly or indirectly ("Liability"). Such obligations to defend, hold harmless and indemnify the City shall not apply to the extent that such Liabilities are caused by the sole negligence, active negligence, or willful misconduct of the City.

With respect to third party claims against the Consultant, the Consultant waives any and all rights of any type of express or implied indemnity against the Indemnitees.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code section 2783, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

Section 6. STATUS OF CONSULTANT.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.
- 6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's Failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

- 8.1 Termination.** City may cancel this Agreement at any time and without cause upon written notification to Consultant.

Consultant may cancel this Agreement upon 60 days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation for services performed to the effective date of termination; City, however, may condition payment of such compensation upon Consultant delivering to City any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement.

- 8.2 Extension.** City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

- 8.3 Amendments.** The parties may amend this Agreement only by a writing signed by all the parties.

- 8.4 Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant.

Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

- 8.5 Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.
- 8.6 Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:
- 8.6.1** Immediately terminate the Agreement;
 - 8.6.2** Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;
 - 8.6.3** Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or
 - 8.6.4** Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.
- 9.2 Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Section 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.
- 10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Don Wilcox, Public Works Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:
Elizabeth Matz, Associate Principal PLA ASLA
BFS Landscape Architects
425 Pacific St. #201
Monterey, Ca 93940
- Any written notice to City shall be sent to:
Megan Hunter, City Manager
City of Soledad
P.O. Box 156
Soledad, CA 93960
mhunter@cityofsoledad.gov
- 10.11 Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.



Seal and Signature of Registered Professional with
report/design responsibility.

- 10.12 Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A & B, represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. To the extent there may be a conflict between the consultant proposal terms and the agreement, the City's agreement language prevails.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Payment Schedule
<u>Exhibit C</u>	Public Works Requirements

- 10.13 Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

[SIGNATURES ON FOLLOWING PAGE]

The Parties have executed this Agreement as of the Effective Date.

CITY OF SOLEDAD

CONSULTANT: BFS Landscape Architects

Megan Hunter, City Manager

Elizabeth Matz, Associate Principal PLA ASLA

Attest:

Megan Hunter, City Clerk

Approved as to Form:

Michael Rodriguez, City Attorney

EXHIBIT A

SCOPE OF SERVICES

1.0 COMMUNITY OUTREACH & CONCEPTUAL DESIGN

Note: All community outreach materials to be prepared in English and Spanish. English and Spanish translation services will be available at all In-person meetings.

- 1.01 Kick-off Meeting: Review the Project scope, schedule, and deliverables with City staff. Discuss community outreach approach and identify dates for community outreach events.
- 1.02 Visit Project site and photograph for in-house design reference.
- 1.03 Prepare composite base plan for conceptual design. It is assumed that the City will provide to the Design Team topographic and boundary survey files in CAD format. *If files are unavailable, this scope and fee includes the preparation and submittal of topographic and boundary surveys as an additional service.*
- 1.04 Prepare and submit draft community outreach materials to City staff. Review with staff materials and facilitation approach. Submit materials for both in-person and online outreach.
- 1.05 Revise and resubmit final outreach materials to City staff. City to launch online survey on City website.
- 1.06 In-person Community Meeting #1: Design Team to facilitate meeting and provide opportunities for gathering input and priorities/needs from community members.
- 1.07 Online Survey #1: Materials to be a digitized version of the in-person materials. Survey questions to align with in-person questions to allow for consistent consensus building.
- 1.08 BFS to provide a memo containing summary of in-person meeting, summary of online survey, and recommendations for moving forward.
- 1.09 Conceptual Design: Consultant Team to prepare (3) conceptual site plan alternatives based on input received from the In-person Community Meeting and Online Survey #1. Team to prepare (3) rough order of magnitude cost estimates for each site plan.
- 1.10 Review (3) conceptual site plans, preliminary materials board, and cost estimates with City staff. Revise and refine per comments received.

- 1.11 Prepare and submit draft community outreach materials to City staff. Review with staff materials and facilitation approach. Submit materials for both in-person and online outreach.
- 1.12 Revise and resubmit final outreach materials to City staff. City to launch online survey on City website.
- 1.13 In-person Community Meeting #2: Design Team to facilitate meeting and provide opportunities for community members to provide input and feedback on the (3) conceptual design alternatives.
- 1.14 Online Survey #2: Materials to be a digitized version of the in-person materials. Survey questions to align with in-person questions to allow for consistent consensus building.
- 1.15 BFS to provide a memo containing summary of in-person meeting, summary of online survey, and recommendations for moving forward.
- 1.16 Conceptual Design - Preferred Alternatives: Consultant Team to prepare (2) preferred conceptual site plan alternatives which will incorporate input received from the In-person Community Meeting and Online Survey #2. Cost estimates to be prepared for each preferred concept alternative.
- 1.17 Prepare and submit draft Parks and Recreation Commission presentation materials to City staff. Review with staff and revise as needed.
- 1.18 In-person Community Meeting #3-Parks and Recreation Commission Meeting: Design Team to present preferred conceptual site plan options to Commission and public.
- 1.19 Revise and refine the (2) preferred conceptual plans and cost estimates based on input received from Parks and Recreation Commission and public comment.
- 1.20 BFS to provide a memo containing summary of In-person Community Meeting #3 and recommendations for moving forward.
- 1.21 Prepare and submit draft City Council presentation materials to City staff. Review with staff and revise as needed.
- 1.22 In-person Community Meeting #4-City Council Meeting: Design Team to prepare and present (2) preferred conceptual plans, cost estimates, and schedule. Council to select final concept plan.
- 1.23 Next Steps Meeting: Meet with City staff to discuss next steps and determine if 30% Design Plans will be needed to apply for grant funding.

2.0 30% DESIGN DOCUMENTS - OPTIONAL TASK

Note: because programming of the park site is dependent upon the input of City Council, Parks and Recreation Commission and community, additional subconsultants may need to be included in the preparation of the 30% Design Documents. BFS will meet with City staff to discuss any adjustments to the scope and fee below prior to beginning work in this phase.

- 2.01 Kick-off Meeting: Review deliverables and schedule.
- 2.02 Refine and reform base plans as required for development of construction document preparation. Distribute to the Design Team.
- 2.03 Design Team coordination across all disciplines to prepare the 30% Construction Documents:
 - a. Landscape Architect to coordinate site program elements with vendors and consultants.
 - b. Civil Engineer to coordinate site grading, drainage, stormwater, and utilities.
 - c. Electrical Engineer to coordinate site electrical needs, site lighting, and telecommunications needs.
- 2.04 Design Team to prepare and submit 30% Construction Documents. Includes construction cost estimate.
- 2.05 BFS to provide internal review of 30% Construction Documents. Review documents for design consistency and coordinate conflicts with Design Team members as appropriate.
- 2.06 Submit 30% Design Documents to City and review with City staff.

5.0 ADDITIONAL SERVICES

Any additional presentations, drawings, or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only as authorized and on an hourly basis unless otherwise approved.

- 5.10 Survey
 - 5.11 Commission CAD topographic survey of entire site until [survey limits], survey to include 1/10 foot spot elevations, and locate structures, trees, pathways, lighting, above ground utilities, drainage, etc.
 - 5.12 Coordinate survey requirements with Surveyor.
 - 5.13 Review survey for conformance to requirements.

EXCLUSIONS

The following are excluded from our scope of services.

1. Printing and distribution of flyers for Community meetings.
2. CEQA review.
3. Geotechnical Survey / Report.
4. Perspective Sketches/Elevations.
5. Grant writing.
6. Technical Specifications.

COMPENSATION

SCOPE ITEMS

1.0	COMMUNITY OUTREACH & CONCEPTUAL DESIGN.....	\$31,700
	<i>BFS Landscape Architects.....</i>	<i>\$20,000</i>
	<i>Sandis Engineers.....</i>	<i>\$11,700</i>

REIMBURSABLE EXPENSES BUDGET \$1,500

TOTAL WITH REIMBURSABLE EXPENSES \$33,200

ADDITIONAL SCOPE ITEMS

2.0	30% DESIGN DOCUMENTS - OPTIONAL TASK.....	\$45,000
	<i>BFS Landscape Architects.....</i>	<i>\$35,600</i>
	<i>Sandis Engineers.....</i>	<i>\$9,400</i>

5.0 ADDITIONAL SERVICES
5.10 SURVEY \$10,500

TOTAL WITH ADDITIONAL SCOPE ITEMS \$88,700

HOURLY RATES AND REIMBURSABLE EXPENSES: See current Standard Schedule of Compensation.

All costs for printing, special delivery, horticultural soils analysis, Owner business licenses and fees, consultant services, and other costs directly related to the project would be billed as a reimbursable expense at our cost plus a fifteen percent administration charge.

EXHIBIT B**COMPENSATION SCHEDULE****GENERAL**

The following list of fees and reimbursable expense items shall be used in providing services within our agreement and may be annually adjusted upon issuance of an updated Standard Schedule of Compensation:

Principal	\$225/hour
Associate Principal	\$210/hour
Associate	\$195/hour
Project Manager	\$175/hour
Assistant Project Manager	\$164/hour
Designer	\$144/hour
Assistant Designer	\$123/hour
Design/Graphics Intern	\$46/hour
Word Processor/Clerical	\$87/hour

ADDITIONAL SERVICES

Any additional presentations, drawings or documents not identified in the Scope of Services will be considered additional services. Additional services are provided only with prior authorization and on an hourly basis unless otherwise approved.

REIMBURSABLE EXPENSES

All costs for printing and plotting, special delivery, mileage, and other costs directly related to the project will be accounted as a reimbursable expense at our cost plus a fifteen percent administration charge.

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. 6161, a Resolution of the City Council of the City of Soledad Approving a Consulting Services Task Order with MNS Engineers to Prepare a Hazard Mitigation Grant Program (HMGP) Application for the City’s Backup Emergency Generators Project and Authorizing the City Manager to Execute the Task Order for an Amount not to Exceed \$75,652

TO: Honorable Mayor Velazquez and City Council

FROM: Donald Wilcox, Public Works Director

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

Staff recommends that the City Council consider and adopt Resolution No. 6161, “Approving a Consulting Services Task Order with MNS Engineers to Prepare a Hazard Mitigation Grant Program (HMGP) Application for the City’s Backup Emergency Generators Project and Authorizing the City Manager to Execute the Task Order for an Amount not to Exceed \$75,652”.

Executive Summary

Many of the backup generators for City owned essential facilities are old and at the end of their useful service lives and Staff has been looking for potential grant funding to upgrade the generators. City staff reached out to MNS Engineers a company that has assisted the City in securing funding for various major public works projects. MNS recommended the City apply for FEMA’s Hazard Mitigation Grant Program (HMGP). HMGP provides funding to state, local, tribal and territorial governments to reduce or mitigate future disaster losses in their communities. It is recommended that a task order with MNS is approved to complete an assessment of all city generators and 30% electrical design for replacement of generators, automatic transfer switches (ATS), electrical panels as needed to apply for the HMGP and/or other funding opportunities.

Background

Many of the backup generators for City owned essential facilities are old and at the end of their useful service lives. In addition, some may be at or nearing “tiered out” status meaning they no longer meet current Monterey Bay Air Resources District (MBARD) emissions requirements and are not supposed to be in service. Unfortunately, the City lacks funding to update the generators. MNS has identified

FEMA's Hazard Mitigation Program as a potential grant for the City's Emergency Back Generators Project. FEMA's Hazard Mitigation Grant Program provides funding to state, local, tribal and territorial governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster.

Review & Analysis

This project will include an assessment of all city generators and include 30% electric design for the replacement of generators, automatic transfer switches (ATS), electrical panels, etc. as needed to apply for Hazard Mitigation Grant Program (HMGP) and/or other funding opportunities for the following facilities:

1. City Hall/Police - existing unit only powers a few outlets and lights; not dependable or sized for an Emergency Operations Center (EOC), and may be tiered out.
2. Community Center/Warming & Cooling Center - existing 1993 unit; unreliable for a designated cooling/warming center) and may be tiered out.
3. Water Reclamation Facility – 2007 unit does not provide backup power to the Administration building and some other equipment, has had many repairs and may be tiering out soon.
4. Wells 6, 7, 9, 10, 11 – all over 15 years old and unsure of status but likely tiered out or will be soon.
5. LaCuesta Booster – required for water service to approximately 50% of the City

The attached Proposal from MNS includes both the HMGP grant application (MNS) in the amount of \$35,755 and 30% design (Cannon/FlowWest) in the amount of \$39,897, for a total grant application preparation fee of \$75,652. If awarded, the City would not only be able to pay for upgrading the generators, but funding could be used for full design and related construction drawings.

Financial Considerations

This project and associated grant application will include all costs associated with the project including generators, automatic transfer switches (ATS), electrical panels, etc., not just the cost of the generators. The attached Proposal from MNS includes a total grant application preparation fee of \$75,652. At this time, we are hopeful but have not confirmed whether the cost of grant application (MNS) or the 30% design (Cannon/FlowWest) will be reimbursable if awarded the HMGP funding.

Funding for this grant application project will be divided proportionally amongst the Water, Sewer and General Funds. The General Fund impact would be approximately \$16,800 and come out of fund balance. The majority of project costs would come from the water and sewer funds, which have significant funding for grant writing services in the FY 24/25 budget.

Alternatives

- Adopt the recommended resolution.
- Do not approve the attached resolution. This is not recommended as FEMA has finally opened up this grant opportunity and there is potential to fund emergency backup generators, a critical need of the City.
- Provide Staff with alternate direction.

Planning/CEQA

This future project - upgrading generators in existing facilities - is categorically exempt under the California Environmental Quality Act (CEQA) under Class 1 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.

Public Notice Requirements

None.

Attachment(s):

Resolution No. 6161

Exhibit A - MNS Task Order for Hazard Mitigation Grant Program

RESOLUTION NO. 6161

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONSULTING SERVICES TASK ORDER WITH MNS ENGINEERS TO PREPARE A HAZARD MITIGATION GRANT PROGRAM (HMGP) APPLICATION FOR THE CITY'S BACKUP EMERGENCY GENERATORS PROJECT AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE TASK ORDER FOR AN AMOUNT NOT TO EXCEED \$75,652

WHEREAS, many of the backup generators for City owned essential facilities are old and at the end of their useful service lives; and

WHEREAS, this project will include an assessment of all city generators and include 30% electrical design for replacement of generators, automatic transfer switches (ATS), electrical panels, etc. as needed to apply for FEMA's Hazard Mitigation Grant Program (HMGP) and/or other funding opportunities for the following facilities:

1. City Hall/Police - existing unit only powers a few outlets and lights; not dependable or sized for an Emergency Operations Center (EOC) and may be tiered out.
2. Community Center/Warming & Cooling Center - existing 1993 unit; unreliable for a designated cooling/warming center) and may be tiered out.
3. Water Reclamation Facility – 2007 unit does not provide backup power to the Administration building and some other equipment, has had many repairs and may be tiering out soon.
4. Wells 6, 7, 9, 10, 11 – all over 15 years old and unsure of status but likely tiered out or will be soon.
5. LaCuesta Booster – required for water service to approximately 50% of the City; and

WHEREAS, FEMA's HMGP provides funding to state, local, tribal and territorial governments so they can develop hazard mitigation plans and rebuild in a way that reduces, or mitigates, future disaster losses in their communities. This grant funding is available after a presidentially declared disaster; and

WHEREAS, the attached Proposal from MNS includes both the HMGP grant application (MNS) in the amount of \$35,755 and 30% design (Cannon/FlowWest) in the amount of \$39,897, for a total grant application preparation fee of \$75,652; and

WHEREAS, this future project - upgrading generators in existing facilities - is categorically exempt under the California Environmental Quality Act (CEQA) under Class 1 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; and

WHEREAS, funding for this grant application project will be divided proportionally amongst the Water, Sewer and General Funds and has already been set aside in the Water and

Sewer Funds in the FY 24/25 budget with the remaining General Fund portion coming out of fund balance.

BE IT HEREBY RESOLVED by the City Council of the City of Soledad, that a Consulting Services Task Order with MNS Engineers to prepare a Hazard Mitigation Grant Program (HMGP) Application for the City's Backup Emergency Generators Project, a copy of which is attached hereto as **Exhibit A**, and by reference incorporated herein, is hereby approved and the City Manager is hereby authorized and directed to execute the same on behalf of the City of Soledad in an amount not to exceed \$75,652.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 18th day of September 2024 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk



SENT VIA EMAIL

September 11, 2024

City of Soledad

Attention: Don Wilcox, Director of Public Works

248 Main Street

Soledad, CA 93960

SUBJECT: Fee Proposal—Grant Writing Services. Hazard Mitigation Grant Program-Emergency Backup Generators

Dear Mr. Wilcox,

Thank you for the opportunity to provide grant writing services in conjunction with the Hazard Mitigation Grant Program (HMGP). MNS Engineers seeks to assist the City of Soledad (City) with preparation of a HMGP Notice of Interest (NOI) and a subapplication to secure funding for emergency backup generators. MNS will engage with the California Governor's Office of Emergency Services (CAL OES) throughout the process of NOI and subapplication development. MNS will be provided technical support by Cannon Engineering to include project conceptual scope development and cost estimation.

Enclosed is our proposal to provide these services for a total fee of \$75,652. We look forward to working with the City and helping deliver a successful HMGP subapplication.

Sincerely,

MNS Engineers, Inc.

A handwritten signature in blue ink, appearing to read "Greg Jaquez", is written over a large, light grey stylized arrow graphic that points from the left towards the center of the page.

Greg Jaquez, PE

Principal Project Manager

Government Services Division

323.484.5737 DIRECT

gjaquez@mnsengineers.com

Enclosed: Grant Writing Fee Proposal

GAJ

Project Understanding

MNS Engineers (MNS) understands the City of Soledad (City) is seeking consultant support to provide grant writing services for preparing a Hazard Mitigation Grant Program (HMGP) Notice of Interest (NOI) and subapplication. MNS understands the City is intent on securing funding to procure emergency backup power generators for the following City facilities:

- City Hall/PD/EOC
- Community Center/Warming & Cooling Center
- Water Reclamation Facility
- Well 6
- Well 7
- Well 9
- Well 10
- Well 11
- LaCuesta Booster Station

Project Approach/Scope of Work

MNS will work closely and efficiently with City staff and MNS' subconsultant, Cannon Engineering, to collect and utilize the most up to date and readily available information and data necessary to formulate the application package in order to match it with the Project's funding requirements. MNS will work closely with City representatives to confirm the basic messaging in the narrative of the grant application.

TASK 1.0 – PROJECT MANAGEMENT

MNS will act as the coordinating point for the development of the grant application under the direction of City staff. The MNS Project Manager (PM) will maintain a project file in which all project documents including draft and final application materials and attachments will be stored. The MNS PM will be responsible for budget control and overall guidance and supervision of project delivery. The MNS PM will hold a virtual kickoff meeting with City staff and Cannon to discuss the development of a project scope. Additional meetings with City may occur during the progress project scoping and grant writing. MNS will hold internal progress check-in meetings to ensure progress on task assignments. MNS will interact, as needed, with CAL OES staff to clarify content requirements of the application and convey questions to the CAL OES staff either posed by MNS or City staff.



Deliverables. Agenda, meeting minutes, email reports to City staff on MNS communications with CAL OES staff.

TASK 2.0 – DATA GATHERING, RESEARCH, AND TECHNICAL SUPPORT

MNS will request City staff to provide information relevant to the project that is known to be available and useful in furthering the development of the project scope. The request for information will be prepared as a

matrix of items submitted by email to which the City can respond. MNS will independently research information for responding to content requirements of the NOI and subapplication.

Development of a project conceptual scope with cost estimation will be the responsibility of Cannon in accordance with their proposal enclosed with this proposal.



Deliverable. Information request matrix. Tabulation of collected information or use as source material in the NOI and subapplication. Concept-level project scope description with cost estimate.

TASK 3.0 – MEETINGS AND PRE-SUBMITTAL COMMUNICATIONS WITH CAL OES

Early communications with CAL OES are critical to determining the viability of submitting a NOI and subapplication. Interpretations of the quality of hazard mitigation projects in conjunction with CAL OES priorities is essential to determining decisions to move forward with both the NOI and subapplication stages of the HMGP process. MNS will arrange an initial meeting with CAL OES staff to discuss presently known details and objectives of the project proposal and obtain feedback from CAL OES on additional elements to address in the NOI. Submittal of the NOI typically generates questions and information requests from CAL OES to which MNS and the City will respond and further determine if the City should proceed to the subapplication stage. This incremental approach will determine if the process proceeds or stops before additional work commences.



Deliverable. Notes on meetings with CAL OES.

TASK 4.0 – NOTICE OF INTEREST

MNS will work with City staff to refine the project scope to conform with the HMGP NOI and subapplication requirements. The MNS/City team will collaborate on developing the project description, location, and other content requirements for inclusion in the NOI. MNS will submit the NOI via the Engage Cal OES Portal. Specific components of the NOI include the following:

- 4.1 - General Information
- 4.2 - Project Plan Information
- 4.3 - Problem Statement
- 4.4 - Solution Description
- 4.5 - Benefit-Cost Analysis

Although the Benefit-Cost Analysis (BCA) is not technically part of the NOI submittal, as it is part of the subapplication, CAL OES often requests proponents to conduct the analysis as a preliminary step to determine if the NOI should be submitted. The BCA will be conducted using the FEMA BCA software tool, Version 6.0 or newer. MNS staff is familiar and experienced with using the FEMA BCA software.



Deliverable. NOI with BCA.

TASK 5.0 – SUBAPPLICATION PREPARATION

Information will be drawn from collected documents, project scoping and cost estimation, and continued collaboration to prepare the subapplication. Specific components of the subapplication include the following:

- 5.1 - HMGP Project Subapplication Form
 - 5.1.01 - Supapplicant Information
 - 5.1.02 - Local Hazard Mitigation Plan Information
 - 5.1.03 - Community Information
 - 5.1.04 - Project Information
 - 5.1.05 - Work Schedule Information
 - 5.1.06 - Cost Estimate Information
 - 5.1.07 - Benefit/Cost Effectiveness Information
 - 5.1.08 - Maintenance Assurance Information
 - 5.1.09 - National Flood Insurance Program (NFIP)
 - 5.1.10 - Environmental Information
 - 5.1.11 - Project Conditions
 - 5.1.12 - Authorization
- 5.2 - HMGP Project Subapplication Supporting Documents
 - 5.2.01 - Scope of Work
 - 5.2.02 - Design Plans (N/A)
 - 5.2.03 - Studies (N/A)
 - 5.2.04 - Maps
 - 5.2.05 - Photos
 - 5.2.06 - Schedule
 - 5.2.07 - Cost Estimate Spreadsheet
 - 5.2.08 - Local Match Commitment Letter
 - 5.2.09 - BCA Report
 - 5.2.10 - Project Maintenance Letter
 - 5.2.11 - FEMA's Site Information, Environmental Review, and Checklist
 - 5.2.12 - Subrecipient Grants Management Assessment Form
 - 5.2.13 - Additional Supporting Documentation

The Cost Estimate Spreadsheet will be based on our update to the cost estimate in the feasibility study.

 **Deliverable.** Completed Subapplication.

TASK 6.0 – FINAL QA/QC AND SUBMITTAL

Throughout the development of the subapplication components, the MNS PM will provide ongoing quality assurance/quality control (QA/QC) review of the grant writing deliverables. A Draft Final version of the application will be provided to City staff for review and comment. Upon completion and assemblage of the final grant application deliverable, the MNS grant writing team will submit the application to CAL OES via the Engage Cal OES Portal.

 **Deliverable.** Completed Final Project Subapplication and Receipt of Submittal from CAL OES.

TASK 7.0 – POST SUBMITTAL COMMUNICATIONS WITH CAL OES

CAL OES may contact the City with questions about the NOI and subapplication after their submittal. MNS will support the City by providing responses to CAL OES's questions in emails, any necessary changes to submitted documents, or any new documentation requested.

Deliverables. Response emails and document changes.

Fee Proposal

The proposed fee to provide the aforementioned grant writing services is \$75,652 as shown in the enclosed fee proposal table.

 Grant Writing Services for City of Soledad Hazard Mitigation Grant Program Backup Emergency Generators									
	Hourly Rate	Senior Project Manager \$325	Grant Writer \$180	Grant Assistant \$145	Total MNS Hours	Total MNS Costs	Total Cannon Costs	Total Cannon Costs Plus 10% Markup	Total Proposed Costs
Task 1.0 –Project Management									
1.1 - Kickoff Meeting, Coordination Meetings, Project Oversight		10.0	8.0	8.0	26.0	\$5,850	\$2,160	\$2,376	\$8,226
Subtotal Task 1.0					26.0	\$5,850	\$2,160	\$2,376	\$8,226
Task 2.0 – Data Gathering, Research, and Technical Support									
2.1 – Data Gathering and Research			3.0	5.0	8.0	\$1,265	\$0	\$0	\$1,265
2.2 – Technical Support - City Hall/PD/EOC					0.0	\$0	\$590	\$649	\$649
2.2 – Technical Support - Community Center/Warming & Cooling Center					0.0	\$0	\$5,990	\$6,589	\$6,589
2.2 – Technical Support - WRF					0.0	\$0	\$7,430	\$8,173	\$8,173
2.2 – Technical Support - Well 6					0.0	\$0	\$5,990	\$6,589	\$6,589
2.2 – Technical Support - Well 7					0.0	\$0	\$2,390	\$2,629	\$2,629
2.2 – Technical Support - Well 9					0.0	\$0	\$4,550	\$5,005	\$5,005
2.2 – Technical Support - Well 10					0.0	\$0	\$590	\$649	\$649
2.2 – Technical Support - Well 11					0.0	\$0	\$590	\$649	\$649
2.2 – Technical Support - La Cuesta Booster Station					0.0	\$0	\$5,990	\$6,589	\$6,589
Subtotal Task 2.0					8.0	\$1,265	\$34,110	\$37,521	\$38,786
Task 3.0 – Meetings and Pre-submittal Communications with Cal OES									
3.1 - Meetings and Pre-submittal Communications with Cal OES		3.0	3.0	3.0	9.0	\$1,950	\$0	\$0	\$1,950
Subtotal Task 3.0					9.0	\$1,950	\$0	\$0	\$1,950
Task 4.0 – Notice of Interest									
4.1 - General Information				2.0	2.0	\$290	\$0	\$0	\$290
4.2 - Project Plan Information				4.0	4.0	\$580	\$0	\$0	\$580
4.3 - Problem Statement				4.0	4.0	\$580	\$0	\$0	\$580
4.4 - Solution Description				4.0	4.0	\$580	\$0	\$0	\$580
4.5 - Benefit-Cost Analysis		2.0	16.0		18.0	\$3,530	\$0	\$0	\$3,530
Subtotal Task 4.0					32.0	\$5,560	\$0	\$0	\$5,560
Task 5.0 – Subpplication Preparation									
5.1 - HMGP Project Subapplication Form									
5.1.01 - Supapplicant Information				4.0	4.0	\$580		\$0	\$580
5.1.02 - Local Hazard Mitigation Plan Information			4.0		4.0	\$720		\$0	\$720
5.1.03 - Community Information				4.0	4.0	\$580		\$0	\$580
5.1.04 - Project Information				4.0	4.0	\$580		\$0	\$580
5.1.05 - Work Schedule Information		2.0			2.0	\$650		\$0	\$650
5.1.06 - Cost Estimate Information		2.0			2.0	\$650		\$0	\$650
5.1.07 - Benefit/Cost Effectiveness Information		1.0	6.0		7.0	\$1,405		\$0	\$1,405
5.1.08 - Maintenance Assurance Information				2.0	2.0	\$290		\$0	\$290
5.1.09 - National Flood Insurance Program (NFIP)				2.0	2.0	\$290		\$0	\$290
5.1.10 - Environmental Information			4.0		4.0	\$720		\$0	\$720
5.1.11 - Project Conditions				1.0	1.0	\$145		\$0	\$145
5.1.12 - Authorization				1.0	1.0	\$145		\$0	\$145
5.2 - HMGP Project Subapplication Supporting Documents									
5.2.01 - Scope of Work		6.0			6.0	\$1,950		\$0	\$1,950
5.2.02 - Design Plans				0.5	0.5	\$73		\$0	\$73
5.2.03 - Studies				0.5	0.5	\$73		\$0	\$73
5.2.04 - Maps				4.0	4.0	\$580		\$0	\$580
5.2.05 - Photos				4.0	4.0	\$580		\$0	\$580
5.2.06 - Schedule		4.0			4.0	\$1,300		\$0	\$1,300
5.2.07 - Cost Estimate Spreadsheet		4.0			4.0	\$1,300		\$0	\$1,300
5.2.08 - Local Match Commitment Letter				2.0	2.0	\$290		\$0	\$290
5.2.09 - BCA Report			16.0		16.0	\$2,880		\$0	\$2,880
5.2.10 - Project Maintenance Letter				2.0	2.0	\$290		\$0	\$290
5.2.11 - FEMA's Site Information, Environmental Review, and Checklist				4.0	4.0	\$580		\$0	\$580
5.2.12 - Subrecipient Grants Management Assessment Form				2.0	2.0	\$290		\$0	\$290
5.2.13 - Additional Supporting Documentation				2.0	2.0	\$290		\$0	\$290
Subtotal Task 5.0					88.0	\$17,230	\$0	\$0	\$17,230
Task 6.0 – Final Quality Assurance/Quality Control Review and Subpplication Submittal									
6.1 – Final Quality Assurance/Quality Control Review and Application Submittal		4.0			4.0	\$1,300		\$0	\$1,300
Subtotal Task 6.0					4.0	\$1,300	\$0	\$0	\$1,300
Task 7.0 – Post Submittal Communications with Cal OES and City									
7.1 – Post Submittal Communications with Cal OES and City		2.0	6.0	6.0	14.0	\$2,600		\$0	\$2,600
Subtotal Task 7.0					14.0	\$2,600	\$0	\$0	\$2,600
TOTAL PROPOSED FEE	Hours	40.0	66.0	75.0	181.0				
	Cost	\$13,000	\$11,880	\$10,875		\$35,755		\$39,897	\$75,652



May 9, 2024

Mr. Greg Jaquez
Principal Project Manager / Grant Management
MNS Engineers, Inc.
201 N. Calle Cesar Chavez, Suite 300
Santa Barbara, CA 93103

PROJECT: City of Soledad – Grant Assistance for Emergency Backup Generators

Dear Mr. Jaquez,

We understand that the City of Soledad has contacted MNS to provide grant application services related to DR-4750 and the potential availability of backup power funding.

Based on our meeting with you and the City on April 16, 2024, and recent email correspondence, it is our understanding that the City would like to have Cannon act as a subconsultant to MNS to provide the electrical technical information required for the grant applications. Per your email dated 4/23/2024, this effort would be roughly a 30% design and cost estimate for each site.

Cannon has the experience and expertise to provide these services for the MNS. We are very familiar with generator upgrade projects, having completed over 50 designs in the last decade. We are also already currently working on some designs involving generators for the City, which will coincide well with this project.

Our project understanding, approach, and scope of work are described on the following pages. The fees quoted in this proposal are valid for 60 days from this date. We look forward to further conversations about the opportunity to serve MNS.

Sincerely,

A handwritten signature in black ink that reads "Alex Maestre".

Alex Maestre, PE
Electrical Associate Engineer
E24323



PROJECT UNDERSTANDING AND APPROACH

We understand that the City of Soledad has contacted MNS to provide grant application services related to DR-4750 and the potential availability of backup power funding.

Based on our meeting with you and the City on April 16, 2024, and recent email correspondence, it is our understanding that the City would like to have Cannon act as a subconsultant to MNS to provide the electrical technical information required for the grant applications. Per your email dated 4/23/2024, this effort would be roughly a 30% design and cost estimate for each site.

SCOPE OF WORK

This scope of work was developed based on a meeting with the City and MNS on April 16, 2024, as well as recent email correspondence between the City, MNS, and Cannon.

It is our understanding that each site listed below will require a 30% design and cost estimate. We plan to summarize the results in a preliminary design report or technical memorandum (approximately one page per site) accompanied by a preliminary single line diagram and a preliminary site plan.

The sites with smaller budgets are sites that Cannon has already been working on, so the existing site information has already been assessed and some of the drawings have been created. The sites to be included, per City direction (email from Don Wilcox on 4/4/2024), are as follows:

1. City Hall/PD/EOC – permanent backup generator/ATS
2. Community Center/Warming & Cooling Center – permanent backup generator/ATS
3. WRF – investigate existing generator and/or adding a portable backup-generator, and see how the WRF admin building ties into the system and existing generator
4. Well 6 – permanent backup generator/ATS
5. Well 7 – permanent backup generator/ATS
6. Well 9 – permanent backup generator/ATS
7. Well 10 – permanent backup generator/ATS
8. Well 11 – permanent backup portable generator (existing MTS)
9. LaCuesta Booster Station – backup generator/ATS

ASSUMPTIONS AND EXCLUSIONS

- The City will provide Cannon with all record drawings for the site.
- The City will provide background CAD DWG file(s) to use for the site plan. If no CAD DWG files are available, Cannon will use Google Earth images to prepare the necessary preliminary site plans.
- Design is only preliminary (30%) for the purpose of providing enough information required for the grant application.



- No civil or structural engineering services are provided in this scope, as only electrical is required for the grant application.
- No site visits are included in this scope and fees. It is assumed that the City will provide all required and requested information for the sites. Cannon is not liable for inaccurate provided information.
- Cannon reserves the right to utilize the overall project funding and will not be held to approved phase or task limits, so long as the overall budget is not exceeded.

FEES

Work will be completed on a time and materials basis. Fees are based on the hourly rates per the enclosed fee schedule and do not include Agency checking and recording fees, or title company fees. The fees quoted in this proposal are valid for 60 days from this date. It is our understanding that this project does not qualify for California Prevailing Wages.

Task 1.	Project Management & Meetings	\$ 2,160.00
Task 2.	City Hall/PD/EOC.....	\$ 590.00
Task 3.	Community Center/Warming & Cooling Center	\$ 5,990.00
Task 4.	WRF.....	\$ 7,430.00
Task 5.	Well 6.....	\$ 5,990.00
Task 6.	Well 7.....	\$ 2,390.00
Task 7.	Well 9.....	\$ 4,550.00
Task 8.	Well 10.....	\$ 590.00
Task 9.	Well 11.....	\$ 590.00
Task 10.	LaCuesta Booster Station.....	\$ 5,990.00

T&M Not to Exceed	\$ 36,270.00
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DELIVERABLES

- Preliminary Design Report/Technical Memorandum (approx. one page per site)
- Preliminary (30%) Single Line Diagram (one per site)
- Preliminary (30%) Site Plan (one per site)

2023/2024 Fee Schedule

Bill Rate Ranges
Subject to change

Assistant Resident Engineer	\$ 150 - \$ 197
Associate Engineer	\$ 168 - \$ 230
Associate Land Surveyor	\$ 205 - \$ 223
Associate Landscape Architect	\$ 169 - \$ 204
Automation Specialist	\$ 157 - \$ 200
Automation Technician	\$ 121 - \$ 142
CAD Tech	\$ 101 - \$ 136
CAD Manager	\$ 128 - \$ 159
Construction Inspector I - III	\$ 119 - \$ 191
Design Engineer	\$ 139 - \$ 184
Director/ Department Manager	\$ 200 - \$ 297
Engineer Tech	\$ 110 - \$ 144
Engineering Assistant I - II	\$ 113 - \$ 139
Grant Funding Manager I - II	\$ 151 - \$ 204
I&E Services Coordinator	\$ 108 - \$ 138
Information Systems Admin/Manager	\$ 128 - \$ 159
Land Surveyor	\$ 187 - \$ 225
Landscape Architect	\$ 125 - \$ 156
Landscape Designer I - II	\$ 103 - \$ 142
Lead Automation Specialist	\$ 167 - \$ 209
Lead Automation Technician	\$ 127 - \$ 164
Lead Designer	\$ 133 - \$ 175
Office Engineer / Document Control I-III	\$ 114 - \$ 164
Plan Check Engineer I - II	\$ 131 - \$ 192
Planner I - III	\$ 121 - \$ 168
Planning Assistant	\$ 98 - \$ 138
Principal Automation Specialist	\$ 176 - \$ 219
Principal Designer	\$ 127 - \$ 189
Principal Engineer	\$ 198 - \$ 277

Other Direct Charges

Black Line Plots	\$2.00 per page
Outside Reproduction	Cost + 15%
Mylar Plots	\$12.00 per sheet
Automation & Electrical Materials	Cost + 25% (+tax)
Subconsultant Fees	Cost + 10%
Technology Fee	\$30/Day
Color Plots	\$5.00 per page
Travel and Related Subsistence	Cost + 15%
Standard Mileage Rate	IRS Rate per mile
Airplane Mileage Rate	GSA Rate per mile

Project Designer	\$ 122 - \$ 169
Project Engineer	\$ 151 - \$ 199
Resident Engineer	\$ 191 - \$ 235
Sr. Associate Architect	\$ 209 - \$ 249
Sr. Associate Engineer	\$ 173 - \$ 265
Sr. Automation Specialist	\$ 172 - \$ 213
Sr. Automation Technician	\$ 142 - \$ 180
Sr. CAD Tech	\$ 113 - \$ 145
Sr. Consultant / Principal-in-Charge	\$ 266 - \$ 333
Sr. Land Surveyor	\$ 203 - \$ 263
Sr. Landscape Architect	\$ 183 - \$ 221
Sr. Plan Check Engineer	\$ 172 - \$ 217
Sr. Principal Designer	\$ 139 - \$ 212
Sr. Principal Engineer	\$ 210 - \$ 305
Sr. Project Designer	\$ 122 - \$ 182
Sr. Project Engineer	\$ 157 - \$ 215
Sr. Resident Engineer	\$ 196 - \$ 246
Survey Assistant	\$ 113 - \$ 142
Survey Technician I - V	\$ 139 - \$ 208
Technical Writer I - IV	\$ 113 - \$ 139

Survey Crew Rates - Regular

One-Man Field	\$ 207	\$ 222
Two-Man Field	\$ 289	\$ 304
Three-Man Field	\$ 380	\$ 395
Two-Man - HDS	\$ 332	\$ 347

Survey Crew Rates - Prevailing Wage

One-Man Field	\$ 255	\$ 271
Two-Man Field	\$ 367	\$ 389
Three-Man Field	\$ 523	\$ 539

Electrical - Prevailing Wage

Electrician	\$ 197	\$ 240
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Building and Construction Inspector - Prevailing Wage

BCI Construction Inspector	\$ 160	\$ 190
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Forensics Engineering / Expert Testimony Fee Schedule Available Upon Request.

Expenses, such as special equipment, shipping costs, travel other than by automobile, parking expenses, and permit fees will be billed at the actual cost plus 15%. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the stated rates for weekdays for daily hours in excess of 8 as well as weekends, and a multiplier of 2.0 for daily hours in excess of 12 and holidays. If the client requests field services to be provided outside of normal working hours, a multiplier of 1.5 will be applied to the stated rates. For prevailing wage projects, if the client requests field services to be provided on any given Sunday, a multiplier of 2.0 will be applied to the stated rates; on or around an observed holiday, other rates may be applied. Survey Crews and Automation Field staff are billed portal to portal. A minimum charge of four hours will be charged for any Automation Field Service calls outside of normal working hours. The stated rates are subject to change, typically on an annual basis.

(effective 10/1/2023)



ACCEPTANCE OF PROPOSAL

Proposal Date:	May 9, 2024
Client:	MNS Engineers, Inc. 201 N. Calle Cesar Chavez, Suite 300 Santa Barbara, CA 93103
Project:	City of Soledad – Grant Assistance for Emergency Backup Generators
Scope of Work:	Preliminary design and engineering services to assist grant applications for emergency backup generators.
T&M Not to Exceed:	\$36,270.00

Appendix A details the terms for work. Cannon bills monthly for work in progress and payment is due within 10 calendar days of receipt of the bill. Overdue amounts will be surcharged at 18 percent per annum or 1.5 percent monthly. The fees are based upon current California Prevailing Wages; please provide us with the DIR Project ID. If the client requests, or the client's schedule requires work to be done on an overtime basis, a multiplier of 1.5 will be applied to the above rates for weekdays for daily hours in excess of 8 as well as weekends and a multiplier of 2.0 for daily hours in excess of 12 and holidays.

Please indicate your acceptance of this proposal by signing below.

In witness whereof, the parties hereto have caused this agreement consisting of proposal letter, Appendix A and any other necessary and applicable documents to be executed of the date and year first above written. In Appendix A, Cannon Corporation hereinafter referred to as Cannon. The Client, as noted below, hereinafter referred to as Client.

Client: MNS Engineers, Inc. Cannon

x Client Representative	Jeff Spannbauer, PE Director, Automation & Electrical Engineering C 66131
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Date: _____ Date: _____



APPENDIX A: TERMS FOR CANNON SERVICES

Section 1: The Agreement

- 1.1 The agreement between the above noted parties consists of the following terms, the attached proposal and any exhibits or attachments noted in the proposal. Together these elements will constitute the entire agreement superseding any and all prior negotiations, correspondence, or agreements either written or oral. Any changes to this agreement must be mutually agreed to in writing.

Section 2: Standard of Care

- 2.1 Data, interpretations, and recommendations by Cannon will be based solely on information provided to Cannon. Cannon is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed.
- 2.2 Services performed by Cannon under this agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of this profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.
- 2.3 The Client agrees that Cannon may use and publish the Client's name and a general description of Cannon's services with respect to the project in describing Cannon's experience and qualifications to other Clients and prospective Clients. The Client also agrees that any patentable or copyrightable concepts developed by Cannon as a consequence of service hereunder are the sole and exclusive property of Cannon.
- 2.4 The Client recognizes that it is neither practical nor customary for Cannon to include all construction details in plans and specifications, creating a need for interpretation by Cannon or an individual who is under Cannon's supervision. The Client also recognizes that construction review permits Cannon to identify and correct quickly and at comparatively low cost professional errors or omissions that are revealed through construction, or errors or omissions committed by others due to misinterpretation of design documents, or due to other causes. For the foregoing reasons construction review is generally considered an essential element of a complete design professional service. Accordingly, if the Client directs Cannon not to provide construction monitoring, Cannon shall be held harmless for any and all acts, errors or omissions, except for those consequences which it reasonably could be concluded that Cannon's review services would not have prevented or mitigated.
- 2.5 Client acknowledges that Cannon is not responsible for the performance of work by third parties including, but not limited to, engineers, architects, contractors, subcontractors, or suppliers of Client.

Section 3: Billing and Payment

- 3.1 Client will pay Cannon on a monthly basis to be billed by Cannon. Prior to the start of the project, a retainer as specified in the proposal, is required. Invoices for the balance will be submitted to Client by Cannon and will be due and payable within 10 days of invoice date. If Client objects to all or any portion of any invoice, Client will so notify Cannon in writing within fourteen (14) days of the invoice date, identify the cause of the disagreement, and pay when due that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. In the absence of written notification described above, the balance as stated on the invoice will be paid.
- 3.2 Invoices are delinquent if payment has not been received within thirty (30) days from date of invoice. Client will pay an additional charge of 1-1/2 (1.5) percent per month or 18% per year of any delinquent amount, excepting any portion of the invoiced amount in dispute and resolved in favor of Client. All time spent and expenses incurred (including any attorney's fees) in connection with collection of any delinquent amount will be paid by Client to Cannon per Cannon's current fee schedule. In the event Client fails to pay Cannon within sixty (60) days after invoices are rendered, Client agrees that Cannon will have the right to consider the failure to pay Cannon's invoice as a breach of this agreement.
- 3.3 Client agrees that if Client requests services not specified herein, Client agrees to timely pay for all such services as extra work. Cannon will notify the Client prior to performance of services which are not specified in this agreement.
- 3.4 Client agrees that payment to Cannon is in no way contingent on the results of work by Cannon or on the outcome of any litigation.
- 3.5 Preparation for and/or travel time to client requested meetings will be charged at the hourly rate.
- 3.6 Billing rates are subject to change, typically on an annual basis.

Section 4: Additional Services

- 4.1 Additional services include making revisions in drawings, specifications or other documents when such revisions are:
Inconsistent with approvals or instructions previously given by the Client, including revisions made necessary by adjustments in the Client's program or project budget;
Required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.
- 4.2 Additional services includes providing services required because of significant changes in the project including, but not limited to, size, quality, complexity, the Client's schedule, or the method of bidding or negotiating and contracting for construction.
- 4.3 Where unexpected developments increase the scope of work as defined herein and/or prove the assumptions of this proposal invalid, Cannon will make a reasonable effort to contact the Client to discuss the effects and adjustment of cost.

Section 5: Site Access and Site Conditions

- 5.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for Cannon to perform the work set forth in this agreement. Client will notify any and all possessors of the project site that Client has granted Cannon free access to the site. Cannon will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur and the correction of such damage is not part of this agreement unless so specified in the proposal.

Section 6: Ownership of Documents

- 6.1 All reports, maps, plans, field data, field notes, estimates and other documents, whether in hard copy or machine readable form, which are prepared by Cannon as instruments of professional service, shall remain the property of Cannon. The Client may retain copies, including copies stored on magnetic tape or disk, for information and for reference in connection with the occupancy and use of the project.
- 6.2 Because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, Cannon reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of Cannon in their preparation. Cannon also reserves the right to retain hard copy originals of all project documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.
- 6.3 The Client recognizes that changes or modifications to Cannon's instruments of professional service introduced by anyone other than Cannon may result in adverse consequences which Cannon can neither predict nor control. Therefore, and in consideration of Cannon's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify Cannon from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse or reuse by others of the machine readable information and data provided by Cannon under this Agreement. The foregoing indemnification applies, without limitation, to any use of the project documents on other projects, for additions to this project, or for completion of this project by others, excepting only such use as may be authorized, in writing, by Cannon.
- 6.4 Client agrees that all reports and other work furnished to Client or his agents, which is not paid for, will be returned upon demand and will not be used by Client or others for any purpose whatsoever.

Section 7: Client Responsibilities

- 7.1 The Client shall provide full information including a program setting forth the Client's design objectives, constraints, and construction budget criteria.
- 7.2 The Client shall furnish a legal description, a certified land survey, and the services of a soil, structural, mechanical, electrical or other engineer or consultant services, and laboratory tests, inspections, or reports as required by law or as requested by Cannon to perform the functions and services required of this agreement. The information shall be furnished at the Client's expense and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.3 The Client shall furnish all legal, accounting and insurance counseling services as may be necessary at any time for the project, including auditing services the Client may require to verify the Contractor's Applications for Payment or to ascertain how or for what purposes the Contractor uses the moneys paid by the Client. The information above shall be furnished at the Client's expense, and Cannon shall be entitled to rely upon the accuracy and completeness thereof.
- 7.4 If the Client observes or otherwise becomes aware of any fault or defect in the project or nonconformance with the Contract Documents, prompt written notice shall be given by the Client to Cannon.
- 7.5 The Client shall furnish information and shall review Cannon's work and provide decisions as expeditiously as necessary for the orderly progress of the project and of Cannon's services.

Section 8: Insurance

- 8.1 Cannon represents and warrants that it and its agents, staff and consultants employed by it, is and are protected by worker's compensation insurance and that Cannon has such coverage under public liability and property damage insurance policies which Cannon deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Cannon agrees to indemnify and save Client harmless from and against any loss, damage or liability arising from any negligent acts by Cannon, its agents, staff, and consultants employed by it. Cannon shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance. Cannon shall not be responsible for any loss, damage, or liability arising from any acts by Client, its agents, staff, and other consultants employed by Client.

Section 9: Termination

- 9.1 This agreement may be terminated by either party seven (7) days after written notice in the event of any breach of any provision of this agreement or in the event of substantial failure of performance by the other party, or if Client suspends the work for more than three (3) months. In the event of termination, Cannon will be paid for services performed prior to the date of termination plus reasonable termination expenses including the cost of completing analyses, records and reports necessary to document job status at the time of termination.
- 9.2 Failure of the Client to make payments to Cannon when due in accordance with this agreement shall be considered substantial nonperformance and cause for termination. If the Client fails to make payment when due to Cannon for services and expenses, Cannon may, upon seven (7) days written notice to the Client, suspend performance of services under this agreement. Unless payment in full is received by Cannon within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Cannon shall have no liability to the Client for delay, damage, loss of agency approvals, loss of financing, interest expenses, etc. caused to(?)the Client because of such suspension of service.

Section 10: Disputes Resolution

- 10.1 All claims, disputes, and other matters in controversy between Cannon and Client arising out of or related to this agreement will be submitted to "alternative dispute resolution" (adr) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If and to the extent Client and Cannon have agreed on methods for resolving such disputes, then such methods will be set forth in the "alternative dispute resolution agreement" which, if attached, is incorporated and made a part of this agreement.
- 10.2 If a dispute at law related to the services provided under this agreement and that dispute requires litigation instead of adr as provided upon, then:
- (1) The claim will be brought and tried in judicial jurisdiction of the court of the county where Cannon's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and
 - (2) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

Section 11: Assigns

- 11.1 Cannon shall not assign this agreement in whole or in part nor shall it subcontract any portion of the work to be performed hereunder; except that Cannon may use the services of persons or(?) entities not in our employ when it is appropriate and customary to do so. Such persons and entities include, but are not necessarily limited to, specialized consultants and testing laboratories. Cannon's use of others for additional services shall not be unreasonably restricted by the Client provided Cannon notifies the Client in advance.

Section 12: Governing Law and Survival

- 12.1 The law of the State of California will govern the validity of these terms, their interpretation and performance.
- 12.2 If any of the provisions contained in this agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this agreement for any cause.



Section 13: Limitation of Liability

- 13.1 To the fullest extent permitted by law, the total liability, in the aggregate, of Cannon and Cannon's officers, directors, employees, agents and independent professional associates and consultants, and any of them, to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to Cannon's services, the project or this agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability or breach of contract of Cannon or Cannon's officers, directors, employees, agents and independent professional associates and consultants, or any of them, shall not exceed the total compensation received by Cannon under this agreement, or the total amount of \$50,000.00, whichever is greater.

Section 14: Hiring Cannon's Employees

- 14.1 From time to time, Clients who have come to know and work with our employees in the course of a project wish to hire them to work as the Client's own in-house employees. We pride ourselves on recruiting, hiring, and training the very best employees possible, and in assigning to projects our employees who best meet our Clients' individual needs. Our goal is to have our Clients view Cannon and its individual employees as indispensable.
- 14.2 Client agrees to pay Cannon a finder's fees equal to 12 months of the employee's current salary or wage for each of our employees whom the client(?) choose to hire, either directly or indirectly. Client acknowledges and agrees that the finder's fee is both fair and reasonable, and is equivalent to a recruiting or "headhunter's fee" that Client would expect to pay to a third party for locating and recruiting an employee of the caliber of the hired Cannon employee.
- 14.3 This Section 14 shall be limited to those of Cannon's employees with whom Client works or is introduced by Cannon during the course of this engagement, and shall be applicable to such employees both during his/her employment with Cannon and for a period of six (6) months thereafter. This Section 14 shall survive the cancellation or expiration of this Agreement.

Section 15: Prevailing Wage

- 15.1 Cannon acknowledges the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. To the extent required by the California Labor Code, Cannon shall fully comply with and require its subconsultants to fully comply with such Prevailing Wage Laws.
- 15.2 Pursuant to Labor Code Sections 1725.5 and 1771.1, Cannon and all its subconsultants performing work subject to prevailing wage must be registered with the Department of Industrial Relations and submit their certified payroll records directly to the DIR. In order to do so, the awarding body needs to complete the PWC-100 (Public Works Project Registration) within five days of awarding the contract; and provide Cannon with the DIR Project ID prior to the start of Cannon's work.



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Resolution No. ~~6156~~, A Resolution of the City Council of the City of Soledad Approving In-Kind City Services, Waiving Park Fee, Waiving Police Department Special Event Permit Fee, and Approving the Street Closure of Front Street Between Main Street and Soledad Street for the Inaugural Soledad Vine & Dine: A Food and Wine Experience.

TO: Honorable Mayor Velazquez and City Council

FROM: Kao Nou Yang, Community and Economic Development Director

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council of the City of Soledad consider and approve Resolution No. 6156, "Approving of the Temporary Use Permit, Police Special Events Permit, and Street Closure of Front Street Between Main Street and Soledad Street for the inaugural Soledad Vine & Dine: A Food and Wine Experience".

Executive Summary

On September 4, 2024, the City of Soledad, in collaboration with the Soledad Historical Society, presented to the City Council a new event, *Soledad Vine & Dine: A Food and Wine Experience*. Initially scheduled for September 28, 2024, from 4:00 PM to 7:00 PM in Downtown Soledad, staff was concerned about receiving the required ABC licensing in time and had proposed to push the event back to December 14th. Following a productive conversation, the Council continued the item and requested staff return with a revised proposal and detailed budget and recommended rescheduling the event to an earlier date to ensure better weather conditions. Staff is therefore recommending scheduling the event to November 22, 2024 to allow adequate time for the ABC licensing and to effectively market it to the community.

Background

In January 2024, the Community and Economic Development Department began exploring ways to enhance Soledad's economic environment, leading to the development of a wine event aimed at engaging the city's younger demographic. In July 2024, experienced events coordinator Yadira Hobby joined as a consultant to assist Community Engagement Coordinator Henry Aguilar in organizing the event, originally scheduled for September 28, 2024.

On August 23, 2024, a Temporary Land Use Permit application, along with Special Events and Park Use applications, requiring additional permits for street closures and other logistics was submitted. As the City is co-sponsoring the event, a waiver of park fees and in-kind services is requested. After presenting the event to City Council on September 4, 2024, staff is now proposing a new date of November 22, 2024, from 5:00 PM to 8:00 PM, based on Council's recommendation to move the event sooner for fairer weather conditions.

Review & Analysis

The inaugural, 'Soledad Vine & Dine: A Food and Wine Experience' is a collaborative effort between the City of Soledad and the Soledad Historical Society. This new event is poised to become an annual city favorite, offering a unique experience that has not been seen before in the City of Soledad. Given the city's proximity to local wineries and breweries, this event is a perfect fit for our geographic location and young adult demographic. The primary goal is to engage with the community and stimulate our local economy while raising funds for the Soledad Historical Society, as the Soledad Museum is currently undergoing renovations.

The event was originally scheduled for December 14, 2024, but after Council's recommendation, staff is proposing to have the event on November 22, 2024, 5:00 PM to 8:00 PM. In addition, as the City is co-sponsoring the event with the Soledad Historical Society, staff is requesting a waiver of all related park and permit fees associated with the event and the use of Cesar Chavez Park.

Staff is prepared to send out the ABC licensing form - ABC-221 for the special event. The form requires a specific date for the event and cannot be submitted less than 10 days before, but no more than 30 days in advance. Once the Council approves the date, Staff will ensure that the form is sent at least three weeks in advance.

Per Council's request, the anticipated budget for the event is included in Exhibit 'A' but does not include potential revenue. Potential revenue is outlined below. Community and Economic Development Department staff will ensure that all participating vendors secure the necessary permits and comply with city, state and local health and safety regulations.

Financial Considerations

Soledad residents have expressed a strong desire for more City-sponsored events. In response, the City allocated funding for community events in the Fiscal Year 2024/2025 Budget, under the Special Events Fund No. 100-5150-4160. Staff is seeking approval for in-kind services from City departments to support the event. The total anticipated budget for the event is \$13,500, please refer to Exhibit 'A'.

The City will be charging \$45 per ticket for the event. If 300 tickets are sold (\$13,500), four food trucks are registered (\$500), and two food booths rent spaces inside the tent (\$350), the potential revenue would be \$14,350 gross. However, this is the first time in awhile the City has held such an event, so the revenue could be significantly less and may not cover the expenses of \$13,500.

If there are net proceeds, the City would share 15% with the Historical Society. Both the City and Historical Society are aware that with a new event anything can happen and there may be no net proceeds, however, this is an event that will bring community exposure and hopefully support future economic development.

Alternatives

- Approve the Resolution as presented; or
- Deny the Resolution of in-kind city services, waiving of park fee, and the street closure of Front Street between Main Street and Soledad Street for the Soledad Vine & Dine: A Food and Wine Experience.

Planning/CEQA

The Soledad Vine & Dine: A Food and Wine Experience and associated request for the street closure, waiving of the park fee, and in-kind services are considered exempt under the CEQA Guidelines Section 15304 (e) Class 4 Minor Alteration to Land. Pursuant to CEQA minor temporary land use with minimal or no permanent effects on the environment, such as carnivals and Christmas tree sales, are exempt.

Public Notice Requirements

Not required

Attachment(s):

Resolution No. 6156 - Vine & Dine Event

Exhibit "A" - Wine event proposed budget 2024

RESOLUTION NO. 6156

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING IN-KIND CITY SERVICES, WAIVING SPECIAL EVENT FEES AND APPROVING STREET CLOSURE OF FRONT STREET BETWEEN MAIN STREET AND SOLEDAD STREET FOR THE INAUGURAL SOLEDAD VINE & DINE: A FOOD AND WINE EXPERIENCE

WHEREAS, the City of Soledad in collaboration with the Soledad Historical Society (Applicants”) has organized and will be hosting the inaugural Soledad Vine & Dine: A food and wine experience (“Event”); and

WHEREAS, the Event will be held at Cesar Chavez Park and Downtown Soledad along Front Street Between Main Street and Soledad Street on November 22, 2024, from 5:00 pm to 8:00 pm; and

WHEREAS, this paid community event will feature a variety of food vendors, wine vendors, breweries and outdoor entertainment; and

WHEREAS, to allow the food truck vendors to line up along Front Street and to facilitate pedestrian safety, City Staff and Historical Society is requesting closure along Front Street from Main Street to Soledad Street;

WHEREAS, City Staff and Soledad Historical Society is also requesting the waiver of parks fees for Cesar Chavez Park and other special event fees for the November 22nd event; and

WHEREAS, the Event will require in-kind services including use of city equipment such as additional garbage cans, public restroom usage, barricades, and assistance from Public Works Staff to set up and then remove equipment; and

WHEREAS, the Event is CEQA exempt under Section 15304 (e) Class 4 Minor Alteration to land stating that Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.

WHEREAS, Staff believes that the Event will provide a safe, exciting experience for the City’s residents.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the Council hereby approves the temporary closure of Front Street, spanning from Main Street to Soledad Street, on November 22, 2024, between the hours of 12:00 pm and 8:00 pm; the provision of in-kind city services including city equipment and staff support from the Community and Economic Development Department, Soledad Police Department and Public Works Department, and waiver of park fees for Cesar Chavez Park on November 22nd for the Soledad Vine & Dine: A food and wine experience Event.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 18th day of September 2024, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

ANNA M. VELAZQUEZ, Mayor

ATTEST:

MEGAN HUNTER, City Clerk

Soledad Vine & Dine Proposed Budget

Item	Vendor	Description	Estimate	Actual	
Event Tent Rental	A to Z Rentals	40x80 Event Tent Rental 11/21-11/25. Lighting Package, Water Barrels, Fire Safety Package, Flooring	\$7,975.00	\$7,975.00	
Security	Benitez Security	3 Unarmed Security Officers from 4:30pm-8:30pm	\$480.00	\$480.00	
Entertainment	Bands & or DJ	2 Bands 1.5 hours each or 1 Band and DJ	\$1,000		
Admission wristbands	24 HR Wristbands	300 Wristbands	\$80.00	\$80.00	
Event Tumblers	Ball Aluminium 16oz Cups	300 Aluminum Event Cups with the possibility of including Event logo or city logo	\$162		
Restroom and handwash stations	Star Rentals	4 Portable Restrooms & 4 Hand washing Stations	\$458.00	\$458.00	
Barriers/Gates	A&G Ag Rentals	8 - 10ft long barriers	\$ 500.00	TBT	
Event Advertisement	Social Media Promotion	Social Media Promotion	\$300		
Event Tokens	Custom Made Chips	300 Tokens with event name and event logo	\$195	\$195	
Consultant Services	Yadira Hobby	Shall not exceed \$1500. Hourly Rate is \$50 for a max of 30 hours.	\$1,500		
Contingencies		Unexpected Costs	\$850		
		Total	\$13,500.00		
				\$9,188.00	Current Total



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Consider Proposed Changes to the General Plan Advisory Committee and Provide Direction to Staff

TO: Honorable Mayor Velazquez and City Council

FROM: Megan Hunter, City Manager

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council receive the report outlining the challenges with the structure of the General Plan Advisory Committee (GPAC) and consider dissolving the existing GPAC in favor of a more informal General Plan Steering Committee under the Community and Economic Development Department.

Executive Summary

On March 15, 2023, the City Council finalized the appointments of eleven members to the General Plan Advisory Committee (GPAC). Initially, the GPAC met regularly with good participation. However, as time wore on, participation began to wane. Today, there are only six (6) GPAC members remaining. Because the GPAC was formed as an advisory committee through the City Council, meetings are subject to the Brown Act. This has stifled participation making it difficult to foster the organic dialogue needed to form new ideas and provide authentic input. Typically, most steering committees (advisory groups) for planning efforts such as Siempre Soledad are informal groups not subject to the Brown Act. To allow for a more functioning advisory group for the General Plan process, it is recommended the Council consider dissolving the existing GPAC and allow the Community and Economic Development Department to establish a more informal General Plan Steering Committee in its place. The existing membership of the GPAC could be folded into the Steering Committee.

Background

On October 5, 2022, the City of Soledad selected Placeworks Inc. to assist in the preparation of a General Plan Update and Environmental Review. One of the initial tasks after the kickoff of the General Plan Update was to work with Staff on the formation of a General Plan Advisory Committee (GPAC). On February 15, 2023, Council approved the structure of the GPAC including a provision to allow each City Council member to appoint one GPAC member. In addition, staff would open an online application for 4 to 6 additional candidates to have a total of 9 or 11 members, to then be chosen by the Community and Economic Development Director for recommendation to Council.

The following criteria for GPAC appointment was established on February 15, 2023.

- Residents representing local diversity
- Business owners/non-residential landowners
- Agricultural business community
- Agricultural employees
- Housing, active transportation/limited mobility, and/or environmental advocates
- Faith-based organizations
- Public education professionals
- Developer/real estate professionals
- Youth (16-22 years) and seniors (65+ years)

In collaboration with the Community Engagement Department, staff advertised in print/online/social media and at City meetings to inform the community of this opportunity. Staff received 8 applications. On March 15, 2023, the Community and Economic Director recommended six appointments to the GPAC along with the Council representatives. At the March 15th meeting, the City Council reviewed these recommendations and finalized the appointments, establishing an eleven member GPAC.

Review & Analysis

The purpose of the GPAC was to: 1) provide feedback to City staff and the project consultants during the preparation of the General Plan Update with the goal of creating a document that was responsive to community goals, conditions, and aspirations; and 2) to communicate information about the General Plan Update to other Soledad community members and to encourage their colleagues, friends, neighbors, and others in the broader Soledad community to participate in the update process. The GPAC was fulfilling this role, but over time the formal structure, requirement to adhere to the Brown Act, and burdensome process to add members resulted in a less functional committee that is no longer serving this purpose.

When recommending the formation of the GPAC, it was never Placework's intention to create a formal structure that was subject to the Brown Act or that would restrict interface between the members. Rather, Placeworks was recommending a structure to allow for consistent and deeper community engagement to ensure that the General Plan was representative of the community. Because of the formal structure, the type of true community engagement both Placeworks and Staff were hoping for has been difficult to create. Conversations have to occur out in the open because of the Brown Act and having round table discussions or even conducting discussions in Spanish to allow for engagement of mono-lingual speakers cannot occur. The formal structure essentially has mimicked the Planning Commission creating lots of presentations, follow-up questions, and some feedback. However, it has lacked the more organic dialogue needed to facilitate the formation of new ideas and authentic input.

Initially, the GPAC was meeting regularly with good participation. However, as time wore on and with the slow ramp up of the General Plan process, participation began to wane. Towards the end of 2023, achieving a quorum for GPAC became increasingly difficult resulting in the need to hold hybrid zoom/in-person meetings. With the resignation of two GPAC members who became Councilmembers and others who no longer participate, the GPAC is down to just six (6) members. The last meeting of the GPAC was held on February 12th. The formal structure of the meetings and slow start to the process has added to lack of enthusiasm and difficulty in achieving a quorum just as greater input is needed especially around land use.

The formal structure of the GPAC also has made the process to appoint new members overly bureaucratic. Changes to the GPAC require Council action, meaning the need to create a formal application process. In addition, it is not possible to invite new members to represent a stakeholder that might be missing. Rather, the application process has to be re-opened with submission deadlines and brought back to the Council to finalize. This is also a time-consuming process that adds to the workload of Staff who are also trying to engage the broader community in a variety of workshops and other General Plan activities.

Another challenge is the ability to form subgroups without creating violations of the Brown Act. Multiple members of the GPAC have wanted to meet separately to support outreach, but because it was a majority of the membership, it created a requirement for posting and holding a formal meeting. While we were able to tap into a few members to help with outreach around the El Dia de Los Muertos event, it deflated enthusiasm and reduced outreach assistance.

The GPAC unnecessarily replicates the role of the Planning Commission. The Planning Commission is the recommending body to the City Council on all planning matters. While the Mayor appoints the members of the Planning Commission, the Council has to approve of these appointments. The Planning Commission has a statutory role in the General Plan process, whereas the GPAC does not. Unfortunately, the formal structure of the GPAC forces the body to act very similar to the Planning Commission instead of achieving its overall purpose of deeper community engagement.

Typically, most steering committees (advisory groups) for planning efforts such as Siempre Soledad are informal groups not subject to the Brown Act. While agendas may be posted and the public invited to observe or even participate, they do not fall under the Brown Act rules. These advisory groups are essentially another form of community engagement designed for stakeholders that can be a more constant presence and to help draft policies, programs, and share other ideas that can be incorporated into the plan. The goal is that the community will have ownership over the plan and commit to assisting the City in implementation.

Recommended Changes

Based on best practices in community engagement, it is recommended that the Council by way of minute order, dissolve the GPAC as an advisory committee to the Council. The Community and Economic Development Department will form a General Plan Steering Committee in place of the GPAC and will reach out to the various stakeholder groups initially identified by the Council at the February 15, 2023 meeting. The Steering Committee will also include some key governmental entities such as representatives from TAMC and MST. At least two-thirds of the membership of the Steering Committee will be comprised of residents. The existing members will be invited to continue. Any member who misses more than two consecutive meetings of the Steering Committee will be removed. The Steering Committee will have a minimum of 9 members and a maximum of 15 members.

Staff will report back to the City Council at least quarterly to identify the current membership and outline the activities of the Steering Committee. Council can recommend members to the City Manager and Director of Community and Economic Development for consideration. Staff also will continue to update the Council on the progress of the General Plan and at key milestones will come back to Council for direction or formal action.

Financial Considerations

Lack of quorum is resulting in wasted staff time and additional overtime costs. If the GPAC is dissolved and a department Steering Committee is formed, the body is no longer subject to the Brown Act. As a

result, meetings can occur even if there is not a quorum. This will also allow more fluid participation of key groups such as TAMC, which could contribute staffing and funding to the implementation of the General Plan once adopted.

Alternatives

- Council may provide direction to Staff to prepare a future minute motion to dissolve the GPAC and re-establish as an information General Plan Steering Committee.
- Council may ask Staff to retain the existing GPAC and initiate recruitment efforts. This is not recommended because the formal structure is stifling true dialogue.
- Council may provide other direction to staff.

Planning/CEQA

This is an administrative function and is not considered a project pursuant to the California Environmental Quality Act (CEQA).

Public Notice Requirements

Not required

Attachment(s):

February 15, 2023 GPAC Formation Staff Report

March 15, 2023 GPAC Selection Staff Report

GPAC Ground Rules



COUNCIL COMMUNICATION

SUBJECT: DISCUSS AND PROVIDE STAFF DIRECTION ON THE APPOINTMENT PROCESS OF THE SOLEDAD GENERAL PLAN ADVISORY COMMITTEE (GPAC) COMPOSITION

MEETING

DATE: February 15, 2023

Recommendation

It is recommended that the City Council of the City of Soledad discuss the formation of the Soledad General Plan Advisory Committee (GPAC) Composition and provide staff direction.

Background

The City's General Plan was originally adopted on September 21, 2005 and will expire in 2023. Typically, General Plans are active for 15-20 years before a comprehensive update is considered. The City of Soledad sent out a request for proposal (RFP) in early 2021 to update the City of Soledad 2005 General Plan and necessary supporting environmental document (Environmental Impact Report). On October 5, 2022, the City of Soledad awarded a contract to Placeworks Inc. for the preparation of a General Plan Update and Environmental Review. Staff has been working with Placeworks on initial items, one of them being the formation of a General Plan Advisory Committee. At this time, staff is seeking Council approval by minute motion for the appointment process of the advisory committee for the 2025 Soledad General Plan.

Review and Analysis

The Community and Economic Development Department along with Placeworks would like to recommend the Soledad General Plan Advisory Committee (GPAC) be formed by 9 or 11 Soledad community members who represent the following groups:

- Residents representing local diversity
- Business owners/non-residential landowners
- Agricultural business community
- Agricultural employees
- Housing, active transportation/limited mobility, and/or environmental advocates
- Faith-based organizations
- Public education professionals

- Developer/real estate professionals
- Youth (16-22 years) and seniors (65+ years)

It is in the best interest of the City of Soledad to have an inclusive and diverse group of Soledad residents with equal representation of community members for the review and application of the 2025 Soledad General Plan. Therefore, staff recommends that residents or parties of interest focusing on Soledad be appointed to the GPAC, excluding residents currently serving in governmental bodies like City Council and Planning Commission. The purpose of this appointment process is to be considerate and inclusive of residents in Soledad based on the criteria previously mentioned.

Staff proposes that each City Council member appoints one GPAC member to represent them in this advisory committee. In addition, staff will open an online application for 4-6 additional candidates to have a total of 9 or 11 members. Staff will advertise in print/online/social media, at City meetings, and via the City website. Furthermore, staff will collaborate with the Community Engagement Department to inform the community of this opportunity. City staff will review applications, and the Community and Economic Development Director will make recommendations for appointees for Council consideration and approval. Prior to appointment, candidates will need to confirm that they will attend the full complement of six (6) GPAC meetings.

Upon Council approval of this recruitment process, staff seeks to advertise for this committee starting February 16th, 2023, and end March 3rd, 2023. Staff and Council will present appointees at the regularly scheduled City Council meeting on March 15th, 2023.

Financial Considerations

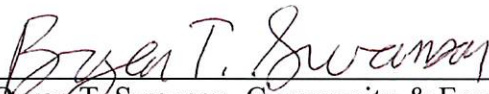
No Financial Consideration. The Soledad General Plan Advisory is a Volunteer Position.

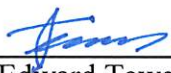
Alternatives

Do not appoint a recruitment process for the GPAC and direct staff to recruit for the positions.

Attachments:

1. City of Soledad General Plan Advisory Committee Application
2. Placeworks Project Schedule on the 2025 General Plan


 Bryan T. Swanson, Community & Economic Development Director


 J. Edward Tewes, Interim City Manager



Applying For: SOLEDAD GENERAL PLAN ADVISORY COMMITTEE (GPAC)
 Filing Deadline: FEBRUARY 16, 2023- MARCH 3RD, 2023

CITY OF SOLEDAD APPLICATION FOR GENERAL PLAN ADVISORY COMMITTEE

The following information is to be submitted by persons who are interested and willing to render some form of service to their City.

Name: _____ Phone: _____

Address: _____ Email: _____

Resident of the City of Soledad for _____ years.

Are you a registered voter? Yes _____ No _____

Employer: _____ Position: _____

Education: _____

Have participated in the following (civic) activities or organizations: _____

Reasons for desiring to serve: _____

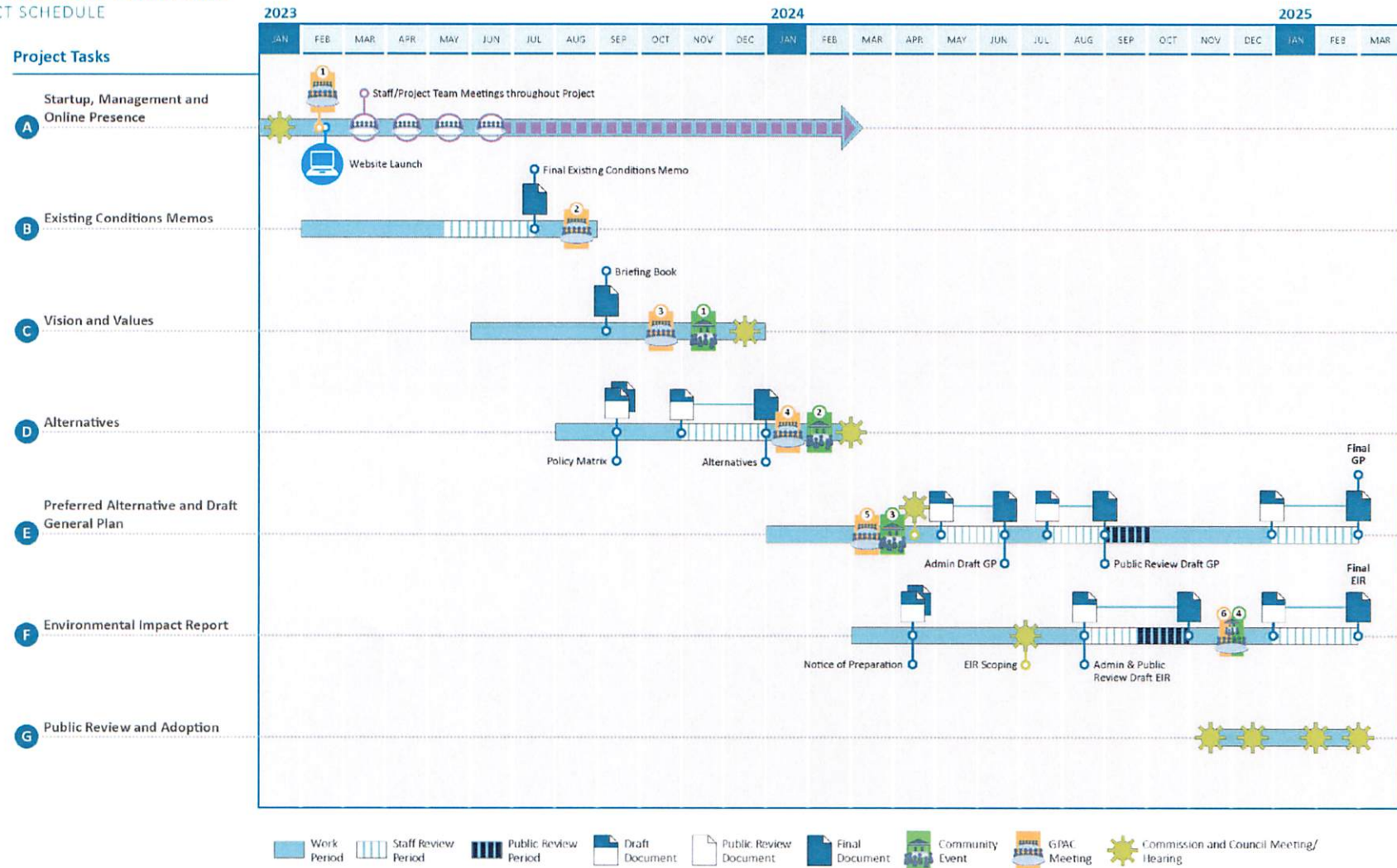
Prior to appointment, candidates will need to confirm that they will attend the full complement of six (6) GPAC meetings: Yes _____ No _____

Signature: _____ Date: _____

**If more space is needed, please use the back of this form. If possible, please include a photograph suitable for newspaper use.*



Attachment 1. Project Schedule

SOLEDAD GENERAL PLAN UPDATE
 PROJECT SCHEDULE




COUNCIL COMMUNICATION

SUBJECT: FINALIZE APPOINTMENTS TO THE SOLEDAD GENERAL PLAN ADVISORY COMMITTEE (GPAC) COMPOSITION

MEETING

DATE: March 15, 2023

Recommendation

It is recommended that the City Council of the City of Soledad review the recommended appointments for Soledad General Plan Advisory Committee (GPAC) from the Community and Economic Development Director and finalize appointments to the GPAC.

Background

Staff has been working with Placeworks for the formation of a General Plan Advisory Committee (GPAC). On February 15, 2023, Council approved that each City Council member was to appoint one GPAC member to represent them in this advisory committee. In addition, staff would open an online application for 4-6 additional candidates to have a total of 9 or 11 members, to then be chosen by the Community and Economic Development Director for recommendation to Council. In collaboration with the Community Engagement Department, staff advertised in print/online/social media at City meetings to inform the community of this opportunity starting February 16th, 2023, through March 3rd, 2023. City staff received 8 applications, and the Community and Economic Development Director will make recommendations for appointees for Council consideration and approval. At this time, staff is seeking Council approval by minute motion for the final appointment of the advisory committee for the 2045 Soledad General Plan.

Review and Analysis

The Community and Economic Development Department would like to recommend final appointments to the Soledad General Plan Advisory Committee (GPAC) to City Council. Council appointments have a guaranteed appointment to the GPAC and are provided in Attachment 1 herein. In addition to Council appointments, Staff received 8 applications. The Community and Economic Development Director, Bryan T. Swanson, reviewed the applications and based on the criteria mentioned in the previous Staff report and listed below, Mr. Swanson is recommending 6 appointments to the GPAC, provided in Attachment 2, attached herein.

Recommended Criteria for GPAC Appointment:

- Residents representing local diversity
- Business owners/non-residential landowners
- Agricultural business community
- Agricultural employees
- Housing, active transportation/limited mobility, and/or environmental advocates
- Faith-based organizations
- Public education professionals
- Developer/real estate professionals
- Youth (16-22 years) and seniors (65+ years)

It is in the best interest of the City of Soledad to have an inclusive and diverse group of Soledad residents with equal representation of community members for the review and application of the 2045 Soledad General Plan. Therefore, staff recommends that residents or parties of interest focusing on Soledad be appointed to the GPAC, excluding residents currently serving in governmental bodies like City Council and Planning Commission. The purpose of this appointment process is to be considerate and inclusive of residents in Soledad based on the criteria previously mentioned.

Staff proposes that the recommendations from the Community and Economic Development Director be approved unless Council would like to make modifications to the recommended appointments based on the list of applicants provided in Attachment 2. To keep the process transparent to the public, Attachment 2, also provides a list of applicants that are currently not considered for this GPAC, nonetheless, Staff will refer them to apply to other advisory committees that the city may need community members on.

Financial Considerations

No Financial Consideration. The Soledad General Plan Advisory is a Volunteer Position.

Alternatives

The Community and Economic Development Department is reaching a strict timeline deadline for the creation of the GPAC. To be on schedule, it is recommended that:

1. Council approves the 6 appointments made by the Community and Economic Development Director by minute motion.
2. Council makes modifications of the recommended appointments by choosing from the list of applicants and approve by minute motion.

Public Notice Requirements

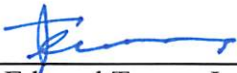
None required

Attachments

1. Attachment 1- City Council Appointments
2. Attachment 2- General list of Applicants and Recommended Appointments from the Community and Economic Development Director
3. General Plan Project timeline



Bryan T. Swanson, Community & Economic Development Director



J. Edward Tewes, Interim City Manager

City of Soledad- Council Appointments to the General Plan Advisory Committee

Attachment 1

Full Name	Councilmember	Email Address	Home Address	Age:
Fernando Ansaldo-Sanchez	Councilmember Fernando Cabrera	[REDACTED]	[REDACTED]	27
Flavio Díaz Torres	Councilmember Maria Corralejo	[REDACTED]	[REDACTED]	18
Marcelino Nuño Jr.	Mayor Pro Temp Ben Jimenez	[REDACTED]	[REDACTED]	52
Monica Andrade	Mayor Anna Velazquez	[REDACTED]	[REDACTED]	41
Laura K. Rivera	Councilmember Alejandro Chavez	[REDACTED]	[REDACTED]	20



Note: Council appointments have a guarantees position in the GPAC

How many years have you been a resident or done business in the City of Soledad?	Do you work in Soledad?
Fernando: 27	Fernando: No
Flavio: 18	Flavio: No
Junior: 17	Junior: Yes
Monica: 13	Monica: No
Laura: 10 years	Laura: Yes

Please state your Employer (If you are currently not employed, please put N/A)	Please state your Position (If you are currently not employed, please put N/A)
Fernando: San Jose State University	Fernando: Graduate Enrollment Counselor
Flavio: The Camp TC	Flavio: Front desk
Junior: Nuno Iron & Mfg. Inc.	Junior: President
Monica: Door To Hope	Monica: Playgroup Facilitator/Parent Educator
Laura: Lalo's Mexican Antojitos	Laura: Manager

Please indicate the language(s) you speak fluently (mark all that apply)	Please choose your level of education, mark all that apply.
Fernando: Spanish;English;	Fernando: College/University Graduate;
Flavio: English;Spanish;	Flavio: Some High School;High School Graduate;
Junior: English;Spanish;	Junior: Some College/University;
Monica: English;Spanish;	Monica: Some College/University;
Laura: Spanish;English;	Laura: Some College/University;

Education: Please describe your educational background/focus, if applicable	Are you a parent or guardian of a child in Soledad?	Availability
Fernando: I have a Bachelor's in Psychology and a Master's in Postsecondary Educational Leadership	Fernando: No	Fernando: 1. Evenings 2. Weekend Mornings
Flavio: Business marketing and mechanical engineering	Flavio: No	Flavio: 1. Evenings 2. Saturday Mornings
Junior: Mechanical Engineering	Junior: No	Junior: Week and a half notice M, W, Th 6:30-9pm Weekends- 11-2pm
Monica: Early Childhood Development	Monica: Yes	
Laura: Currently obtaining a A.A in Spanish and Political Science	Laura: No	

Summarize your participation in civic or community activities, including years of service. Fernando: I regularly attend council meetings providing input from various community members that may not always have time to attend meetings. I disseminate information about what is going on in the community through social media platforms, using inclusive language. I have volunteered on campaigns for both the mayor position and a city council position. I have volunteered for the chamber of commerce, the christmas parade, etc.
Flavio: Volunteered at the Eden valley center (6months, 2018), our lady of solitude church (2022-2023), Soledad Rotary, and Christian church summer youth camp.
Junior: I grew up in Soledad and Graduated from Gonzales HS in 1989. I served in the US Army for 17 years. As a residence of Soledad I was involved with the Soledad Fiesta days car show for two years while stationed at Fort Ord. I was a city Councilmen for the city of King city where I over saw some major projects in rebuilding the City. I am currently President of Nuno Iron and Owner of Astoria Logistics Shooting Range located at 31500 San Vicente rd. Soledad CA. I have worked over the past 20 years with major developers through out the state of California in bringing project to its completion, from the planing all the way to the finalizing of those projects. One of our most guest profile project where we were involved in the engineering of steel construction is a SpaceX facility at Vandenberg Airforce Base.
Monica: ELAC/DLAC member Jack Franscioni (3 yrs), School Site Council (over 6 yrs), LCAP advisory committee (+4yrs), Soccer coach with YMCA (+3yrs), Celebration Nation Foundation Food Drive volunteer (+2yrs), several community events in south county where I volunteer as needed.
Laura: I'm a co-founder of the Soledad Youth Council (2019). I helped develop a mental health and youth forum to engage students ans bring awareness to these topics. From 2019-2020 I served as the Outreach Coordinator where my duties included engaging my peers, elected officals, community members, etc, in our events and procedures. I continue to be involved by mentoring and aiding current SYC members.

What is your vision for the future of Soledad?

Fernando: I envision a robust community that is inclusive of all. We want to ensure that we are retaining residents, and that we do not live in a bedroom community.

We need to create jobs so that when students graduate (like myself) are able to return to the community to make it better.

I envision a town where we have a vibrant and healthy community, where we pay attention to all residents, and provide services to youth, parents, and also people who choose to not have children. We need more places for teens to hang out and be engaged in our community.

We need more spaces for young adults and adults to spend their time once they are done working. A community that is inclusive will thrive, and we have a unique opportunity to provide this for the tri-county area.

Flavio:

Economic growth with proportional housing growth and opportunity for pre existing and new residents.

Along with a sustainable city infrastructure to promote future growth.

Junior: The vision I see for the City of Soledad is the opportunity to be the Central Hub for California.

The Central cost is in a unique position in California that, if with proper planning and execution, the City of Soledad will not just be a visitation place but a destination where people not just around California would visit but would draw attraction from outside the state and other countries.

Central cost is the missing link to tie both Southern California and Northern California and I believe it's a race, to who ever the first city begins the planing, would be created as the link.

Monica: An inclusive and peaceful community that works for all of us. A place

where strong community relationships are fostered. A

symbiotic community where young and old all have a place

in grace with nature. Where opportunities to grow in a healthy

and equitable environment are fostered.

Laura: To have a growing city with a stable economy, employment opportunities for its residents, and plenty of recreational activities for our youth, seniors and families.

Why do you want to serve on this Committee and what abilities, qualities, and/or experiences would you bring to the Committee?

Fernando: I want to serve on this committee because I am committed to making an inclusive Soledad. I am engaged, I ask questions, and I am comfortable with having uncomfortable conversations. In my professional life, I have served on various committees and am an active member and an active listener.

Flavio: I've interned for the city of Soledad so I've gotten the opportunity to get a deep look at the general plan and its different intricacies that make it up. Because of this I've developed a passion for city growth and economic development and I'd like to apply what I learned then along with my knowledge as a county commissioner now to make the best decisions for the city.

Junior: I would like to serve on this committee because I believe I can bring to the table my experiences of proper development and planning that has been vital to our current business and the networking that I have been involved over the last 20 years in construction and development.

Monica: I want to serve in this committee to ensure the path the city takes is one that reflects the needs of our residents. I am well informed of local/state and national housing disparities. I have comprehension and follow closely issues regarding Housing Elements, General Plans, RHNA/ABAG cycles, local water issues, Environmental issues, the current districting procedures, local/state/national elections and more. I am very passionate about social issues and how they apply/impact regular everyday life. If accepted to serve in this board, I can assure you I am very reflective in my thought process and make informed decisions based on current and projected outcomes to ensure our city grows in an equitable and environmentally sound direction.

Laura: I'd like to serve on this committee to further engage with my city and provide input from a different perspective. As the Vice President and Student Trustee for Hartnell College, I am open-minded, diligent, and reliable to be part of this committee.

How would you bring unique perspectives to the General Plan Advisory Committee? Are you prepared to serve as liaison to your community or communities?

Fernando: I think a lot of the conversations that are happening within the council tend to not be inclusive of people in my age range (24-35). This is an important perspective that is needed if we want to retain talented individuals once they graduate from college. Many resources we offer are amazing, but they are not inclusive of single people, who do not have children or plan on a family. We need resources, we need somewhere to live.

Flavio: I would probably be the youngest committee member as an 18 year old and so I was raised in a different Soledad than a lot of people involved in the making of this plan so I want to add that to whatever steps come next.

Junior: I think I can bring some great planning perspectives to the city of soledad with the knowledge of state of the art projects that would extend to self sustainment to the complex of modern applications to create opportunities, not just for housing, but to bring hi tech businesses for employment and educational opportunities. Also to creat a gate way for local residence including the surrounding communities to have the capability to attend and/or be part of the fast growing technological world.

Monica: I have been working for the past 10 yrs directly with families in the south county and have a good understanding of what the needs of our local families are and I am eager to work on this board to ensure those voices and needs are represented. In my line of work, part of my responsibilities is already to be a community liaison. I help families connect to community resources, I have dealt with homelessness, domestic violence, seen the impacts of immigration policies on our families, help connect families to receive services like mental health therapy, speech therapy and other family needs. Part of my work's pillars is to help families connect to services and support within the community. This, coupled with my knowledge of current local social issues, put me in a unique perspective that is community focussed and well informed.

Laura: I am prepared to bring my unique perspective as a young woman of color, a former farmworker, and a lifelong resident of Soledad. I am ready to serve as a liaison and representative to my communities.

What else would you like us to know about you, including any experience you have with community groups within or outside Soledad?

Fernando: I work with a group of my high school alumni where we disseminate information to the community. We ask questions and provide feedback. I have served in community groups in the past, including in San Francisco during the COVID-pandemic, where I volunteered to deliver groceries to those less fortunate.

Flavio: I hope to continue to learn more about what are the possibilities this plan can bring to the city and apply what I've learned from city staff, county commissioners, and supervisor Lopez to make fact based decisions on any and all inquiries.

Junior: Some of my experience is being involved with the biggest Net Zero self sustainable Student Housing in the United States located at UC Davis where I was part of the key planning and construction contractor and know the very importance of critical planning and construction.

Monica: I am a Salinas native, I served my country honorably for almost a decade in the US Army. I have lived both abroad overseas and in other states. I have raised my three children ages 19, 17 and 13 here in this town. I am a member of LULAC 2055, a board member of DWMC, recently a member of MCDCC, all organizations where I network with other community leaders and local elected officials who share a passion to serve our Monterey County communities. Most importantly, I am ready to serve my community in this new role.

Laura: I first moved to Soledad at 11 years old from Mexico. Ever since I have found ways to give back to the community that shaped and nurtured me. Whether I was volunteering at the annual church party, tutoring students, or participating in clean-ups, I wanted to stay involved.

Would you be able to attend the GPAC meetings starting March of 2023 and are you available and committed to attend these meetings until the adoption of the General Plan by the City Cou

Fernando: Yes

Flavio: Yes

Junior: Yes

Monica: Yes

Laura: Yes

City of Soledad- Applications for the General Plan Advisory Committee

Attachment 2

Full Name	Email Address	Home Address	Age:	How many years have you been a resident or done business in the City of Soledad?	Do you work in Soledad?
Alma J. Fausto-Valdez			43	27 yrs	Alma: Yes
Ruby E. Salazar			37	6 months	Ruby: Yes
Anthony Baca			33	17	Yes
Yesenia Martinez			33	25	Yes
Evarista Banuelos			48	25+	No
Christian Arevalo			30	22	No
Nombre Completo	Correo Electronico	Direccion Residencial	Edad:	¿Cuántos años ha sido residente o ha realizado negocios en la Ciudad de Soledad	¿Trabajas en Soledad?
Maria pereda			59 años	22 años	No
Eneida J Flores			47	27	Si



Note:
Applicants highlighted in Yellow (tan) are recommended by the Community and Economic Development Director, Bryan Swanson. Applicants in White, were not recommended to the GPAC at this time.

Please state your Employer (If you are currently not employed, please put N/A)	Please state your Position (if you are currently not employed, please put N/A)	Please indicate the language(s) you speak fluently (mark all that apply)
Alma: SSA	Alma: Bilingual TSR	Alma: English;Spanish;
Ruby: Esperanza Coaching	Ruby: Owner	Ruby: English;Spanish;
Anthony: Stitch 'Em Up Embroidery	Anthony: Owner/Operator	Anthony: English;Spanish;
Yesenia: financial profeccional	Yesenia: Independent Agent	Yesenia: English;Spanish;
Eva: CalFire BEU	Eva: Senior Personnel Specialist	Eva: English;Spanish;
Christian: CRLA	Christian: Law Graduate/Attorney	Christian: English;Spanish;
Por favor, indique su empleador (Si no está empleado, escriba N / A)	Por favor, indique su título de trabajo (Si no está empleado, escriba N / A)	Por favor, indique el(los) idioma(s) que habla con fluidez (marque todos los que correspon
Maria: N	Maria: N/A)	Maria: Espanol;Poco inglés ;
Eneida: Taxista	Eneida: Chófer de taxi	Eneida: Espanol;

Please choose your level of education, mark all that apply.	Education: Please describe your educational background/focus, if applicable	Are you a parent or guardian of a child in Soledad?	Availability
Alma: College/University Graduate;	Alma: AA General Studies -Language and Rationality Emphasis	Alma: Yes	Alma: 1. Evenings 2. Weekends
Ruby: College/University Graduate;	Ruby: B.A. Sociology SJSU; Masters in Public Administration, GGU	Ruby: No	
Anthony: High School Graduate;		Anthony: Yes	Anthony: 1. Evening 2. Sunday Mornings 3. Saturday Mornings if needed
Yesenia: College/University Graduate;	Yesenia: Medical field	Yesenia: Yes	
Eva: Some High School;High School Graduate;Some College/University;	Eva: Some graduate college	Eva: Yes	
Christian: College/University Graduate;	Christian: BA - Political Science; JD - Social Justice	Christian: Yes	
Por favor, elija su nivel de educación, marque todo lo que corresponda.	Educación: describa sus antecedentes educativos / enfoque, si corresponde.	¿Es usted padre o tutor de un niño en Soledad?	Horas Disponib
Maria: Graduado de Preparatoria;	Maria: Muy poco	Maria: Si	
Eneida: Graduado de Preparatoria;	Eneida: En mi país asistí 2 años de universidad	Eneida: Si	

Summarize your participation in civic or community activities, including years of service.	What is your vision for the future of Soledad?
Alma: DELAC Chairperson, ELAC President, SSC Vice president. Catequist. Attended the first SoCo Police Academy. I Assist the community as much as possible by sharing resource information and support on an Independent/voluntary basis. Years: Since I came to Soledad, as needed, 27 yrs ago.	Alma: Continued and responsible growth, so we may have more housing, businesses and in turn more revenue to support the Education of our youth. In addition more jobs and services for our community members.
Ruby: I have over 15 years experience working with families in various positions including Program Management, Social Work, Education, Case Management, Therapeutic Services, Holistic Coaching and Healing in both Santa Clara and Monterey County.	Ruby: I would like to see Soledad be a hub for resources, entertainment, holistic services, and inclusivity not only for Soledad residents but for local cities as well including Greenfield and Gonzales. Often times residents of South County make their way north or south to larger cities in order to get their wants and needs met driving revenue out of the local area.
Anthony: None. This year's goal is to fully participate in any/all community activities	Anthony: Strong prosperous growth for the community. Ideally I'd like to push for more entrepreneurship to shine. Small business and home businesses come to the forefront of our business sector and show what unique abilities our community has as gems
Yesenia: I have recently taken part in the merchant meetings, I have been attending the meetings for the past year or so. Eva: I have been a community volunteer for over 20+ years in the following: Volunteer parent San Vicente School, Main Street Middle School, Soledad High School, Soledad athletic boosters, Soledad Sober Grad Night, Soledad Little Board Committee Member and Coach, YMCA coach, referee, sports organizer, Christmas Parade Committee, 4th Of July Committee, Soledad Fiesta Days Queen, Soledad Adult Softball, volleyball, Liberty Chapel Church Ladies Ministry, worship team, Awana teacher, Vacation Bible School, Summer Camp at YMCA,	Yesenia: I envision Soledad having more tourist stops for community members and tourists can enjoy exploring, more community events for people to get together and enjoy nature, and since the this small town is growing I can see Soledad opening up more shops apart from the ones that are to come in this upcoming year, creating more jobs for residents.
Christian: N/A	Eva: My vision is to be an honest, empathetic and impactful community leader. I am committed in growing as a community leader to deliver value and their self worth. Christian: I want Soledad to be a city where it's residents can thrive. We need to rethink housing in Soledad. It's no surprise that parking is an issue in most new developments here in town. Most families cannot afford to live here where they grew up without having to double or triple up to afford the rent. I recognize that the housing issue is a national problem, but it just makes no sense to me to continue building the types of homes that few people here in Soledad can afford.
Resuma su participación en actividades cívicas o comunitarias, incluidos los años de servicio.	Cual es la vision de usted para la Ciudad de Soledad?
Maria: Líderes campecinas soy voluntaria y promotora de salud Enedia: Soy voluntaria de líderes campesinas, Miembro del comité de rutas seguras, Miembro de comités del distrito escolar, Voluntaria de celebration foundation.	

Why do you want to serve on this Committee and what abilities, qualities, and/or experiences would you bring to the Committee?
Alma: My goal is to serve and support our community as much as possible. I have 5 yrs of experience in Business Administration and 17 yrs working for the Federal Government. I am responsible, intelligent, Bilingual, Biliterate, and a team player. A must, in any collaborative effort. Thank you in advance for your consideration.
Ruby: I am interested in joining this committee as I have a passion for public administration, transparency, inclusivity, and implementation. I enjoy working in groups as I have learned "it takes a village." I am a former social worker and have served on many teams as well as worked with various members and organizations in the local community.
Anthony: I would like to serve this committee to be part of our continue growth. Also, would like to be able to voice opinions of our locals who are unaware or unable to do so for various reasons. I would also like the be a leader and voice for our small business/brands, home businesses and budding entrepreneurs. Qualities I possess are my extreme work ethic and relentless drive to accomplish goals set forth. I hold firm to my words after proper strategic planning of whatever I'm pursuing. Unbiased and goal oriented mindset.
Yesenia: I grew up in this beautiful town, and most of my family lives here as well. Soledad is a beautiful place to raise a family and I want to be part of this committee to help make Soledad even better and safer for the many generations to come. My kids, nieces and nephews are growing up here as well and I would love for them to see that the small town we live in can become so much more. I feel that with my ability to learn fast, listen to people and creativity would be a great asset to the committee because I can take any questions and/or concerns the community has and bring them to the committee to be discussed and find ways to solve any issues that come up.
Eva: My attribute is passion. Without a passion for what I am doing, it is not possible to ideally perform my volunteerism. I have a strong desire to help others through building relationships with my community. Improving trust, value and passion are key values of a trusted relationship and I know that I could bring this to the committee: passion for the mission.
Christian: I would like to serve on the committee because I want to be more invested in the community. I bring strong facilitator and communication skills which I developed through a legal mediation clinic.
¿Por qué desea servir en este Comité y qué habilidades, cualidades y / o experiencias aportaría al Comité?
Maria: Porque quiero aprender y tener más a habilidades para comunicar con mi comunidad . Mi experiencia es dar información ami comunidad referente a vacunas de covid 19. Dar información sobre ayudas que hay en el condado de monterey cómo se puede preparar más mi comunidad de muchos programas y talleres que nos brindan .
Enedia: Para aprender como podemos ayudar a nuestra comunidad y que todos estemos informados de los cambios que están pasando en nuestra comunidad.

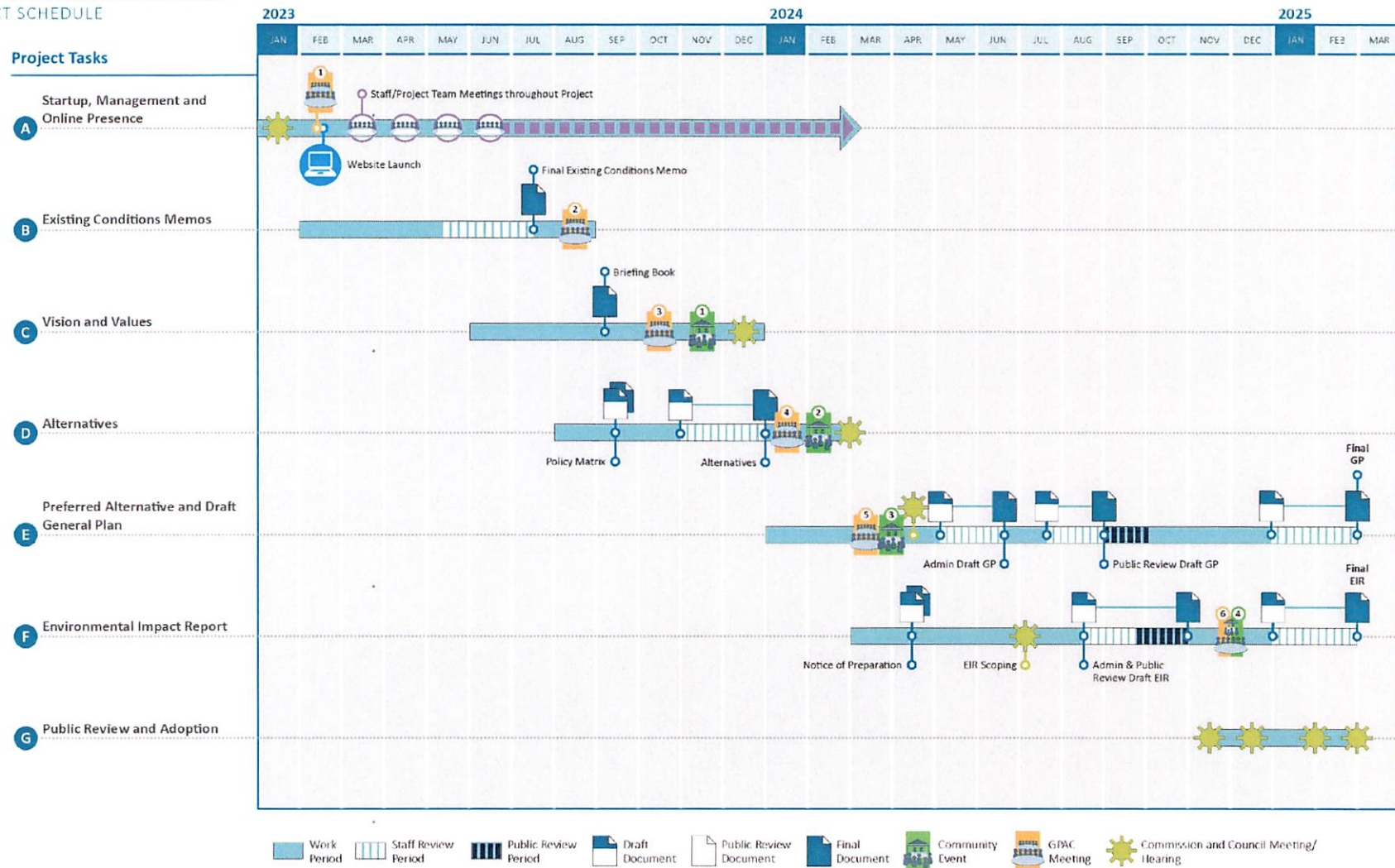
How would you bring unique perspectives to the General Plan Advisory Committee? Are you prepared to serve as liaison to your community or communities?
Alma: I am already an informal liaison in the community. I just don't hold an official title for a particular agency. Unique perspectives may be beneficial. We all hold one, but we also need to come in with an open mind to focus on what is best for the community.
Ruby: I have a diverse background and education. I also have lived in large cities including San Jose and Phoenix bringing a broad perspective. My firsthand experience in both the private and public sectors, a MPA, a parent of two children, and a local business owner would lend a unique view to the committee that in turn will help recommend a well rounded plan to the City, it's policies, and constituents. I am prepared to serve as a liaison to our local community/communities.
Anthony: I'm not one to shy away from speaking the truths and accepting the results of that truth. I listen and speak with thought as apposed to someone who speaks with their emotions. I take all aspects of the information given and strategically speak to relay the proper information in a way that everyone can digest and give a well informed opinion.
Yesenia: I am good at accessing the advantages and drawbacks of different issues/situations. I am prepared to serve as liaison that my community needs.
Eva: With my background as an analyst it is important to analyze/dissect any type of challenges. I bring positivity, experience, and bring creative approaches to problem solving and I am able to embrace change enthusiastically. I can bring a drive of passion for to this committee and treat fellow members a way that will ensure we become long-term advocates in this committee.
Christian: I'm an independent thinker who isn't afraid to challenge tradition and advocate for change when the status quo is producing unjust results. I think the people best positioned to be liaisons for the community are people with strong social ties to many different members of the community; if granted the opportunity to join the committee, I would make it a priority to develop and foster such ties to be the best liaison possible.
¿Cómo aportaría perspectivas únicas al Comité Asesor del Plan General? ¿Cómo serviría como enlace con su comunidad o comunidades?
Maria: Informar aprender referente al tema a tratar por medio de promotoras de salud.
Enedia: Los cambios son buenos y si uno puede poner un granito es una gran oportunidad, serviría de enlace ya que mi trabajo es transporte al público.

What else would you like us to know about you, including any experience you have with community groups within or outside Soledad?
Alma: My expectation for you, if you are serious about engagement from the community members is that you are transparent when it comes to any relevant information on the projects and you do consider our input. Please begin the process with a training for the volunteers selected. We would come from different backgrounds and experiences, but we may need for you to provide us with the rules of engagement at a city governmental level.
Ruby: In addition to having connections with social service agencies and organizations in Monterey County, I am also a trained doula and member of the Birth Network of Monterey County which aims to bring awareness to Maternal Mental Health, Childbirth Education, informed consent, and awareness to alternative birthing experiences for mothers in our County.
Anthony: I listen well. I listen before attempting to convey a message or idea. This allows me to speak with a clear mind and provide a proper response the community can understand and relate with. My best experience has been with entrepreneurs. I've been able to help scared individuals step into the world of business and provide proper guidance for them to achieve whatever they set out to do. I've always aided budding business that may have been "stuck" in their line of work by providing outside perspectives that benefit both their clientele and the business itself, further generating more business and better profits.
Yesenia: Together with my business partner, we educate/serve families and small business owners across the nation with different financial concepts.
Eva: I love where I live and I love my community. I continue to give back and have compassion for those who need help. I have been an advocate for the women's crisis center and received calls during my on call services through the weekend.
Christian: The last time I was affiliated with any volunteer group here in town was the leadership group ran through the YMCA. I enjoyed working with other people my age in brainstorming and bringing ideas to fruition to plan and arrange events for the community.
¿Qué más le gustaría que supiéramos sobre usted, incluida cualquier experiencia que tenga con grupos comunitarios dentro o fuera de Soledad?
Maria: Soy voluntaria del condado de monterey repartiendo alimentos y información que nuestra comunidad necesita.
Enedia: Me gustaría saber que días serian las reuniones y a que hora ya que estoy tomando la clase de la academia de policia los miércoles de 6 a 9 por 8 semanas.

Would you be able to attend the GPAC meetings starting March of 2023 and are you available and committed to attend these meetings until the adoption of the General Plan by the City Council (which ...
Alma: Yes
Ruby: Yes
Anthony: Yes
Yesenia: Yes
Eva: Yes
Christian: Yes
¿Podrá asistir a las reuniones de GPAC a partir de marzo de 2023 y está disponible y comprometido a asistir a estas reuniones hasta la adopción del Plan General por parte del Concejo Municipal (qu...
Maria: Si
Enedia: Si



Attachment 1. Project Schedule

SOLEDAD GENERAL PLAN UPDATE
 PROJECT SCHEDULE




PROPOSED GENERAL PLAN ADVISORY COMMITTEE (GPAC) GROUND RULES

The 11-member General Plan Advisory Committee (GPAC) was appointed by the Soledad City Council to provide input to City staff, consultants, Planning Commission, and City Council at key project milestones during the General Plan update. These ground rules describe the GPAC role and purpose to promote efficient and collaborative communication and discussion, and fair and civil behavior.

PURPOSE AND ROLE

The GPAC should look upon itself as a knowledgeable body broadly representing the Soledad community. The GPAC is independent of the Planning Commission and the City Council. GPAC members will reflect their personal insights and preferences, based on their experience as members of the community, as well as their perspectives related to any formal or informal organized group they represent.

The GPAC has two main functions, which are of equal importance:

- To provide feedback to City staff and the project consultants during the preparation of the General Plan Update with the goal of creating a document that is responsive to community goals, conditions, and aspirations.
- To communicate information about the General Plan Update to other Soledad community members and to encourage their colleagues, friends, neighbors, and others in the broader Soledad community to participate in the update process.

CONDUCT

- 1. Meeting Procedure:** The GPAC is subject to the Brown Act, which sets standards for public meetings, agendas, notices, and public participation. Business can only be conducted if a quorum of six members is present. Meetings shall run in a parliamentary style. Substantive issues will have higher priority than matters of procedural detail. The Chair has discretion in guiding discussion among GPAC members while allowing for appropriate staff and public input.
- 2. Meeting Protocol:** GPAC members should:
 - Do their homework; prepare for and attend meetings. (Notify staff if unable to attend a meeting.)
 - Seek and be open to creative ways to meet multiple needs.
 - Maintain civil and respectful discourse at all times.
 - Respect differing viewpoints, be attentive when others speak, and ask clarifying questions of speakers and each other to aid mutual understanding.
 - Verify assumptions when necessary and avoid assuming motives.
 - Stay focused on the task at hand and share discussion time.
 - Refrain from side conversations and distractions, including the use of cell phones.
 - Concentrate on content and allow the Chair to focus on how to promote productive discussion.
- 3. Meeting Materials:** An agenda and meeting materials will be posted at SoledadGeneralPlan2045.com the Friday before each meeting.
- 4. Feedback/Input:** The GPAC Chair and City staff/consultant will summarize broad themes of the input shared at the end of each agenda item. Should consensus be achieved, it will be noted in the meeting minutes. Differing GPAC member perspectives will also be noted.

5. **Clear and Timely Communication:** Each GPAC member is responsible for communicating their perspective on issues under consideration at the earliest possible time.
6. **Information Sharing:** The project team staff will take action minutes/summaries of GPAC meetings, drafts will be made available for review at the next meeting, and once approved, will be posted online and kept on file for any interested person to examine. GPAC members who wish to share written information with the GPAC should provide such to City staff at least 72 hours prior to any scheduled meeting to allow for distribution prior to the meeting. Electronic communications will follow the same protocols for civility that apply during GPAC meetings. GPAC members may not engage in email, phone or in-person communication that could possibly violate the Brown Act, including serial or group communications.
7. **Public Participation:** GPAC meetings are open to the public. Members of the public will have an opportunity to address the GPAC during each meeting for up to 3 minutes on any agenda item and during an open comment period for items not on the agenda but within the purview of the GPAC. Members of the public are encouraged to submit written materials to City staff in advance of the meetings.
8. **Absences:** Two unexcused absences by a member of the GPAC may be grounds for dismissal.
9. **Timely adjournment:** GPAC meetings will begin at 6 p.m. and adjourn by 8 p.m. whenever possible. The Chair, city staff and project consultant will work together to prepare reasonable agendas and, if necessary, expedite GPAC proceedings.
10. **Conflicts of Interest:** GPAC members should remove themselves from all discussions on matters in which they have a conflict of interest pursuant to the Regulations of the Fair Political Practices Commission, or where their bias cannot be set aside to allow fair consideration of an issue. If reasonable concerns are raised as to a member's potential conflict or bias, the member is encouraged to refrain from participating in any discussion on that item. Pervasive or recurring conflicts of interest should lead a member to resign from the GPAC and may be grounds for dismissal. If there are questions regarding this matter, please contact City staff.
11. **GPAC Representation:** Only a member specifically authorized in advance by the GPAC may speak for the GPAC outside of GPAC meetings. GPAC members not so designated who speak at any other meeting should clearly state they do not represent and are not authorized to speak for the GPAC.
12. **Legal Issues:** Specific legal issues will be directed through City staff for consideration by the City Attorney.



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Current Housing Work Program and Policy/Program Priorities

TO: Honorable Mayor Velazquez and City Council

FROM: Beatriz Trujillo, Management Analyst

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council of the City of Soledad receive a presentation regarding the current housing work program as outlined in the Housing Element and consider the information in guiding future Council priorities.

Executive Summary

On July 17, 2024, Councilmember Ansaldo Sanchez requested that an item be placed on the City Council agenda to discuss rent stabilization. Councilmember Ansaldo-Sanchez repeated the request on August 21, 2024. On September 4, 2024, City Manager Hunter suggested that it be placed on September 18, 2024, as a presentation to include a broader discussion about the City's housing work program and priorities as outlined in the Housing Element. Additionally, the presentation outlines considerations for potential rent stabilization efforts, given existing limitations and resource constraints.

Background

At the request of Councilmember Ansaldo Sanchez, the City Manager tasked the Housing Analyst with preparing an overview of the city's housing programs, projects. Given exploding housing costs, Council has expressed concern over tenant protections, affordable housing availability, and the overall housing landscape within the City of Soledad.

It is important to remember that the Housing Element serves as the City's road map for our housing work. Since 1969, the State of California has mandated that all cities and counties develop comprehensive plans to fulfill the housing requirements of all members of the community. This mandate is achieved through the formulation of a detailed planning document known as the Housing Element, which is an essential component of the local government's General Plan. The Housing Element is designed to pinpoint existing and anticipated housing needs and establish objectives, policies, and initiatives to tackle these requirements.

The Housing Element, unlike other components of a General Plan, adheres to an eight-year update cycle and is subject to review and approval by the California Housing and Community Development Department (HCD). The City's Housing Element cycle, the 6th cycle, spans the years 2023 to 2031 and was recently found to be in substantial compliance by HCD and currently in effect. Every year in April, the City is required to prepare an annual progress report on its Housing Element.

Review & Analysis

The Housing Element is designed to identify the housing needs of the community, state the community's goals and objectives for housing production, rehabilitation, and conservation, and establish the policies and programs that the community will implement to meet those needs. The Housing Element has several key sections that form the basis of the City's work program and priorities.

Housing Data

It is important that the Housing Element be tailored to the realities of each community and therefore there is a fairly lengthy section on housing data. Based on the Housing Element that was recently certified by HCD, Soledad has a total of 3,734 households, of which 37% are renter-occupied, and 63% are owner-occupied. A breakdown of the household composition and dwelling unit types highlights that 48% of households are occupied by five or more people, with a significant portion of the housing stock being single-family homes (2,941 units). Multi-family housing makes up 717 units, and there are 329 mobile homes in the City. It is important to note that the majority of the 717 units are deed restricted as affordable.

Housing Element Goals, Policies and Programs

The Housing Element includes a robust section on goal, policies, and programs. These goals and policies reflect the new and recurring themes identified through an extensive public outreach process.

The Housing Element has the following six goals, each with a set of specific policies:

1. Adequate Housing Sites
2. Focus on New Development and Redevelopment
3. Housing Opportunities for All
4. Conservation, Preservation and Improvement
5. Removal of Housing Constraints
6. Fair Housing

To meet such goals, the Housing Element includes 49 programs. About 36 programs are continuations from the previous Housing Element, with some being modified and some remaining unchanged, while 13 are entirely new programs. Completed programs are not carried forward. For instance, if a program requires the jurisdiction to modify, update, or establish a specific ordinance, it becomes unnecessary once the jurisdiction has completed it.

New Programs Include:

- Upzoning
- Miramonte Specific Plan
- Large Sites
- Facilitating ADU Production
- Housing Trust Funds
- City-Owned Sites
- Homebuyer Education and Opportunities
- First-Time Homebuyer Funding

- MCC Program
- Downtown Specific Plan
- Lot Consolidation and Lot Splits
- Development Impact Fees
- Nongovernmental Constraints

The programs were modified based on feedback from City officials and the public and changes in State law. Some programs were developed to comply with specific State laws, such as SB 166, AB 686, and AB 1397. Program 1.2.1, Land Inventory, is designed to adhere to SB 166, which mandates that local governments maintain sufficient land to fulfill the RHNA. Program 6.1.1, Fair Housing, is tailored to comply with AB 686, which requires local governments to incorporate a goal and programs to promote fair housing actively. Program 1.2.5, Use of Sites in Previous Cycles, is aligned with AB 1397, which stipulates that jurisdictions must permit housing developments with a minimum of 20 percent affordable housing as a matter of right, consistent with objective development and design standards, on lower-income vacant sites listed in the site inventory that have been counted in two prior housing cycles, or on lower-income nonvacant sites counted in one prior housing cycle.

Affirmatively Furthering Fair Housing

Assembly Bill (AB) 686 requires that housing elements due on or after January 1, 2021, include an Assessment of Fair Housing consistent with the federal Affirmatively Furthering Fair Housing (AFFH) Final Rule. This involves taking actions to overcome segregation, foster inclusive communities, analyze poverty concentrations, and address access disparities and housing needs, including displacement risk. While this requirement applies to the Housing Element for the City of Soledad, the State Housing Element Law mandates that all local jurisdictions address patterns locally and regionally, comparing conditions at the local level to the rest of the region. As a result, the City of Soledad has prepared a local assessment of fair housing and analyzed fair housing barriers through Chapter 4 of the Housing Element. Furthermore, meaningful actions to combat the identified barriers are integrated into the Housing Element's Goals, Policies, and Actions (Chapter 7), aligning with the principles of fair housing in the City's housing plan for the 2023-2031 Housing Element. Many of these include proposed tenant protection programs such as just cause eviction.

To implement the Housing Element, staff have created a specific work program for the 2024/2025 Fiscal Year, outlining a range of programs, projects, and incentives aimed at addressing the needs of Soledad's residents. This is an ambitious work program focused on supporting tenant resources, facilitating affordable housing projects, and enhancing incentives for developers.

Key programs include:

- **ERF Motel Voucher Program** assisting residents of the riverbed encampment.
- **Tenant Resources Contract** with a service provider to offer tenants more resources.
- **Fair Housing Contract** with partners such as Monterey College of Law or ECHO to ensure fair housing monitoring and tenant support.
- **First-Time Homebuyer Workshops** aimed at providing educational resources and potentially providing down payment assistance.
- **Affordable Housing In-House Monitoring** to monitor affordable housing rental units under the City's Inclusionary Ordinance.
- **ADU Facilitation** to identify funding opportunities to provide financial support for ADU production.

Significant housing projects are also underway. Staff is actively working on the following priority projects:

- **540 Gabilan** (100 affordable units): The City will release an RFP to select a developer.
- **Santa Clara Parcel** (144 total units; 40 affordable units): A partnership between Eden Housing and the for-profit developer. The City will support Eden Housing in the development of 40 affordable multi-family units.
- **Almond Acres:** (67 total units; 12 senior affordable housing units) A partnership between CHISPA and for-profit developer.
- **SUSD Workforce Housing:** (20 total units; 2 very-low and 18 moderate) A partnership between the City and the Soledad Unified School District.
- **Transitional Aged Youth (TAY) Campus:** 4 affordable units for parenting youth and a Drop-in Center.
- **ERF – Low Barrier Navigation Center:** (12 units) The Development of a temporary low barrier navigation center in collaboration with the County and Step-up to serve the unsheltered residents from the Salinas Riverbed encampment.
- **Miramonte Specific Plan: (Phase 1 & 2, 586 total units; 177 affordable units)** Complete Development Agreement and Final Tract Maps to allow developer to complete the Phase 1 & 2 by 2027.

In addition to programs and projects, the City is exploring housing incentives like the Pro-Housing Designation, lot consolidation/split streamlining, upzoning, mixed used rezoning, neighborhood conditions assessment, enforce the Municipal Code to vacant properties, and allow for-profit developers to partner with non-profit developers to fulfill Inclusionary Housing. All these initiatives are aimed at fostering more robust housing solutions.

Rent Stabilization Discussion

The City Council consideration of rent stabilization/control has prompted an analysis by city staff. While such a policy could address concerns about rising rents, its implementation faces some challenges:

1. A large portion of multi-family rental units (424 units) are already deed-restricted affordable.
2. Enforcing new a rent stabilization ordinance would require additional staff, as the Housing Division currently has only one Housing Analyst.
3. The State's Tenant Protection Act of 2019 already provides rent stabilization protections, but it exempts properties built in the last 15 years and duplexes.

Council Consideration

Given the ongoing efforts and resources already allocated to affordable housing and tenant support, the City Council is encouraged to evaluate the current work program in light of the identified priorities. Special consideration should be given to resource constraints, especially in relation to rent stabilization efforts and staffing limitations, while assessing the effectiveness of current housing projects and policies in addressing the housing needs of the City

Financial Considerations

This is an informational presentation that does not impose any financial obligations. However, the City Council should consider the City's prior investment in updating and adopting the Housing Element, and it is in the City's best interest to allocate staff time for the implementation of the 2023-2031 Housing Element.

Alternatives

- Deemed informative presentation as received with no further action required.
- Deemed the informative presentation received and requested additional items or policies for future discussion.

Planning/CEQA

This item is an informational presentation only. The City of Soledad has determine this informational presentations is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

Public Notice Requirements

N/A

Attachment(s):

Housing Work Program and Policy/Programs Priorities



City of Soledad
Current Housing Work Program
and Policy/Programs Priorities

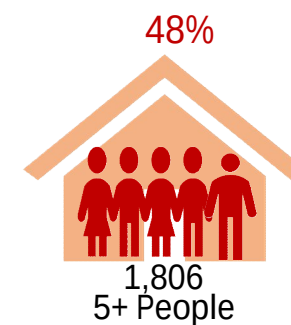
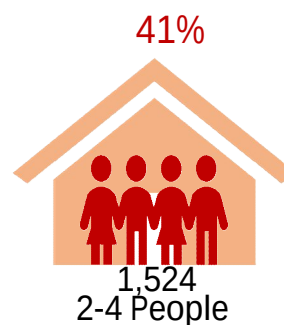
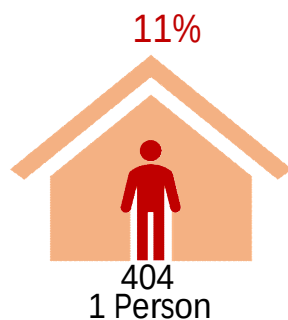
Community and Economic Development Department
Housing Division
September 18, 2024

Housing Stock Overview

HOUSEHOLD COMPOSITION

3,734

Total Households

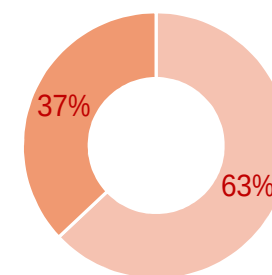


TYPE OF DWELLING UNITS

Dwelling Unit Type	Total Units
Single Family	2,941
Multi-Family (2-4 units)	300
Multi-Family (5+ units)	417
Mobile homes	329
Total	3,987

424
Affordable Units

HOUSING TENURE



Owner-Occupied Renter-Occupied

Current Housing Programs

Program	Description	Implementation
ERF – Motel Vouchers	Service for the Riverbed encampment	2025-2026
Tenant Resources Contract	Contract or partner with services providers that provide tenant resources	2025-2026
Fair Housing Contract	Look for services provider such as Monterey College of Law and/or ECHO	2025-2026
Reallocation Assistance	Reallocation assistance program to assist tenants with move-in/out costs	2025-2026
Tenant-based vouchers workshops		2024-2025
First-Time Homebuyer Program	Host first-time homebuyer workshops and explore the creation of a downpayment assistance program	2025-2026
Affordable Housing In-House Monitoring Program	Create an in-house monitoring program for new affordable rental units produced through the Inclusionary Ordinance	2024-2025
ADU Facilitation	Identify funding opportunities to provide financial support for ADU production	2025-2026

Current Housing Projects

Project	Description	Affordable Units	Total Units	Estimated Completion Date
540 Gabilan	100% affordable housing project. The City will release an RFP to select a developer.	100	100	2024-2025 (Developer Selection)
Santa Clara Parcel E	Partnership between Eden Housing and for-profit developer. The City will support Eden Housing in the development of 40 affordable multi-family units.	40	144	2026
Almond Acres	Partnership between CHISPA and for-profit developer. The City will support CHISPA to develop 12 senior housing units	12	67	TBD
SUSD Workforce Housing	The school district will develop 2 units for very-low-income household and 18 units for moderate income households	2	20	2026
Transitional Aged Youth (TAY) Campus	Collaboration with the HACM and the County to purchase a fourplex from Las Viviendas and open a drop-in center	4	4	2024-2025
ERF – Low Barrier Navigation Center	Development of a temporary low barrier navigation center in collaboration with the County and Step-up to serve the unsheltered residents from the Salinas Riverbed encampment	12	12	2025
Miramonte Specific Plan	Complete Development Agreement and Final Tract Maps to allow developer to complete the Phase 1 & 2 by 2027	177	586	2027

Current Initiatives



Pro-Housing Designation



Lot Consolidation/Split



For-Profit & Non-Profit
Developers Partnerships



Upzoning



Mixed Use Rezoning



Code Enforcement
Vacant Properties



Neighborhood
Conditions Assessment



Developer Impact Fees

Housing Stabilization (Rent Control)

Type of Dwelling Units

Dwelling Unit Type	Total Units
Single Family	2,941
Multi-Family (2-4 units)	300*
Multi-Family (5+ units)	417*
Mobile homes	329
Total	3,987

**424 multi-family units are deed restricted affordable*

Challenges and Limitations



Not applicable to duplexes



Not applicable to housing that has been issued a certificate of occupancy within the previous 15 years

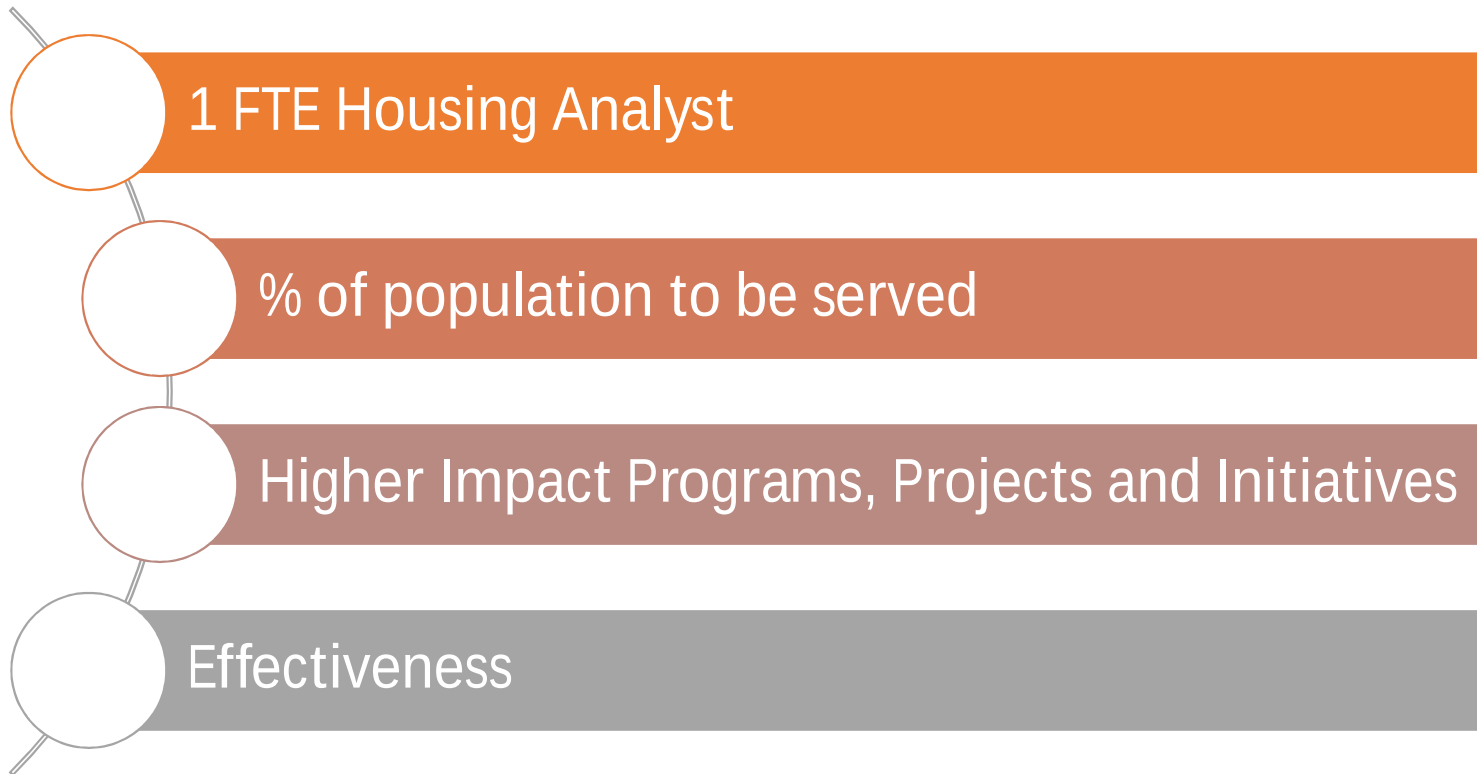


Will require at least 1 FTE



Will only serve a small percentage of tenants

City Council Consideration



Comments & Questions





CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Consideration of Sponsoring the 2025 4th of July Fireworks Show

TO: Honorable Mayor Velazquez and City Council

FROM: Darlene Noriega, Deputy City Clerk

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the City Council of the City of Soledad receive the staff report and provide direction to Staff regarding sponsorship of the 2025 4th of July Fireworks Show.

Executive Summary

Over the last couple of years, the City of Soledad funded the 4th of July fireworks show based upon requests from the 4th of July Committee. Last year, the City entered into a contract with Fireworks America and paid a deposit of \$7,500 directly to the vendor at time of signing. The 4th of July Committee provided a check to the City for the other \$7,500. If the City contracts with last year's vendor, the cost for the upcoming 2025 fireworks show will be approximately \$15,275, which is a \$275 increase from 2024. Per our insurer, the City will also have to carry additional insurance for the event. Based on this level of City involvement, it is recommended that the City sponsor the fireworks show rather than provide financial support to the 4th of July Committee. Staff is seeking direction from City Council on whether the City should sponsor the fireworks show in 2025. Funding for this purpose was set aside in this year's budget for the Fireworks show.

Background

In the past, the City provided financial support to the 4th of July Committee. However, for the last two years, the City actually entered directly into the contract with the fireworks vendor. For the 2024 Fireworks Show, the City Council approved a contribution of \$7,500 or half of the amount for the show on March 6th. The City partnered with the 4th of July Committee, which agreed to pay for the other half of the total amount for the fireworks show, which was \$15,000. During the discussion on March 6, 2024, the City Council indicated that the City may not be able to pay for future fireworks show and expected the 4th of July Committee to fundraise for the program.

Review & Analysis

In the beginning of September 2024, the fireworks show vendor, Fireworks America, reached out to the City to ask about scheduling the fireworks show again in 2025, anxious to lock down the date. The

vendor indicated that the cost of the show would increase by \$275, and the show would now cost approximately \$15,275. Although some people were disappointed in the timing of the fireworks show last year (approximately 15 minutes), the new vendor (Fireworks America) is more than \$5,000 cheaper than the previous vendor. Fireworks America also maintains the required level of insurance by the City and did a better job of cleaning up after the show. If the City is to continue with the vendor, we would have to commit immediately as they tend to fully book up for 4th of July by the fall.

Staff is seeking direction as to whether City Council would like to enter into a contract with a Fireworks vendor and partner again with the 4th of July Committee. It is expected that the 4th of July Committee will fundraise to reduce the City's financial commitment to less than half of the total costs. \$12,500 has been budgeted in FY 2024/2025 for the show.

Financial Considerations

The fireworks show has been budgeted in FY 24/25.

Alternatives

Staff is seeking direction on this item.

Planning/CEQA

This action is not considered a project under CEQA.

Public Notice Requirements

None.



CITY OF SOLEDAD

STAFF REPORT

SUBJECT: Appointment of an Alternate for the Salinas Valley Soledad Waste Authority Board

TO: Honorable Mayor Velazquez and City Council

FROM: Darlene Noriega, Deputy City Clerk

THROUGH: Megan Hunter, City Manager

MEETING DATE: September 18, 2024

Recommendation

It is recommended that the Mayor and City Council members assign an alternate member to the Salinas Valley Soledad Waste Authority (SVSWA) Board and provide any necessary direction regarding the appointment as the alternate member.

Executive Summary

It is customary at the beginning of each new term to reevaluate the list of regional Board assignments and City Committees where the City Council participates. In January of 2023, the Council appointed Mayor Pro Tempore Maria Corralejo as an alternate to the Salinas Valley Solid Waste Authority. On August 21st, 2024, Maria Corralejo announced that she would need to resign from the appointment as alternate to SVSWA due to a change in her fulltime employment job duties, which would now be considered a potential conflict of interest with her service on the board.

Background

Mayor Pro Tempore Maria Corralejo was appointed in January of 2023 as the alternate to the Salinas Valley Solid Waste Authority, however, On August 21st, 2024, she announced that she would need to resign from the appointment as alternate to SVSWA due to a potential conflict of interest with her service on the board.

Review & Analysis

It is recommended that the Mayor and City Council members assign an alternate member to the Salinas Valley Soledad Waste Authority (SVSWA) Committee and provide any necessary direction regarding the appointment as the alternate member.

Financial Considerations

The requested action will not have any financial impact.

Alternatives

- Do not appoint an Alternate to the Salinas Valley Solid Waste Authority at this time. Staff does not recommend this alternative as it will effect the City of Soledad being able to be included in discussion that can influence decisions made.

Planning/CEQA

This is not a project pursuant to the California Environmental Quality Act (CEQA).

Public Notice Requirements

None required.