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

AMENDED

WEDNESDAY, DECEMBER 17, 2025

248 MAIN STREET, SOLEDAD, CITY HALL, COUNCIL CHAMBERS

6:00 PM

The public meeting will open at 6:00 p.m.
https://cityofsoledad.zoom.us/j/84000254058
Or Call:
1-669-900-6833 and use Meeting ID: 840 0025 4058

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

Mayor Anna Velazquez
Mayor Pro Tem Fernando Cabrera
Councilmember Fernando Ansaldo-Sánchez
Councilmember Evarista Bañuelos
Councilmember Ben Caldera

I. **CALL TO ORDER**

II. **ROLL CALL**

III. **PLEDGE OF ALLEGIANCE**

IV. **ADDITIONS/MODIFICATIONS TO THE AGENDA**

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

V. **PUBLIC COMMENT**

At this time any member of the public may address the City Council on items not appearing on the agenda and items of interest to the public that are within the jurisdiction of the Council. A public comment card should be filled out completely to ensure the speaker is called upon to give comment. Public comments are generally limited to three (3) minutes; the mayor may further limit the time for public comments depending on the agenda schedule. Please be brief and to the point. No action or discussion shall be taken on an item not appearing on the agenda.

VI. COUNCIL PRESENTATIONS

A Proclamation of the City Council of the City of Soledad in Honor of Pia Franscioni on her 100th birthday.

VII. CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine by the City Council and will be adopted by one action of the Council unless any Councilmember has any questions or wishes to make a statement or discuss an item. In that event, the Mayor will remove the item from the Consent Calendar for separate consideration.

1. Minutes

Attachments:
Staff Report
Minutes of 12/03/2025

COUNCIL ACTION: _____

2. Warrants

Attachments:
Staff Report
11/24/2025 - 12/06/2025

COUNCIL ACTION: _____

3. Resolution No. 6311, a Resolution of the City Council of the City of Soledad Approving the Construction Services Agreement with HR Sheet Metal Heating and Air Conditioning, in an Amount of $79,900 plus 10% Contingency for a Total Amount not to Exceed $ 87,890 for the Purchase and Installation of a Package Unit Heating and Ventilation System and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad

Attachments:
Staff Report
Resolution No. 6311
Exhibit A
Attachment 1

COUNCIL ACTION: _____

4. Resolution No. 6313, A Resolution of the City Council of the City of Soledad Approving Amendment No.1 to a Contract with Townsend Public Affairs, Inc. in an Amount not to Exceed $60,000 and Related FY 25/26 Budget Amendment in the Amount of $30,000

Attachments:
Staff Report
Resolution No. 6313
Exhibit A
Attachment 1

COUNCIL ACTION: _____

5. Resolution No. 6314, A Resolution of the City Council of the City of Soledad Approving a Cost-of-Living Salary Adjustment (COLA) for the Public Works Director Position Effective January 3, 2026

Attachments:
Staff Report
Resolution No. 6314
Exhibit A

COUNCIL ACTION: _____

6. Resolution No. 6317, A Resolution of the City Council of the City of Soledad Approving the List of City-Sponsored Events for Calendar Year 2026 and Authorizing Associated In-Kind Services and Street Closures

Attachments:
Staff Report
Resolution No. 6317

COUNCIL ACTION: _____

VIII. BUSINESS

1. Resolution No. 6316, A Resolution of the City Council of the City of Soledad Approving the Updated Parks and Recreation Fee Schedule for Fiscal Year 2025-2026

Attachments:
Staff Report
Resolution No. 6316
Exhibit A

COUNCIL ACTION: _____

2. Introduction, Waiver of Reading, and First Reading by Title Only of Ordinance No. 776, An Ordinance of the City Council of the City of Soledad Amending Various Sections of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to Allowable Uses, Ordinance No. 777, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.38.260- Secondary Residential Units of Title 17-Zoning of the Soledad Municipal Code and Ordinance No. 778, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.39- Density Bonus of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to State Law and Implementation of the Soledad 6th Cycle Housing Element to City Council of the City of Soledad

Attachments:
Staff Report
Exhibit A Ord 776- Permitted Uses
Exhibit B Ord 777 - ADU
Exhibit C Ord 778 - Density Bonus
Attachment 1
Presentation

COUNCIL ACTION: _____

3. Introduction, Waiver of Reading, and First Reading by Title Only of Ordinance No. 774, Ordinance of the City Council of the City of Soledad Amending the Downtown Specific Plan Section 2.0- Zones of Chapter 5.0- Development Code and Chapter 10.0- Definitions, to Establish Separate Veterinary Services and Animal Boarding Uses and to Conditionally Allow Small-Scale Veterinary Services in the Downtown Core District

Attachments:
Staff Report
Ordinance No. 774
Attachment 1
Map 1- Downtown Specific Plan Boundary
Presentation

COUNCIL ACTION: _____

4. Joint Resolution No. 6312/CSSHA-2025-01, A Joint Resolution of the City Council of the City of Soledad and the Soledad Redevelopment Agency Approving a Subordination Agreement for the Benito Farm Labor Center (Benito FLC) Between the City of Soledad, the Redevelopment Agency, and the Monterey County Housing Authority Development Corporation (MCHADC)

Attachments:
Staff Report
Resolution No. 6312- CSSHA 2025-01
Exhibit A- Subordination Agreement
Exhibit B - Subordination Agreement

COUNCIL ACTION: _____

5. Resolution No. 6315, A Resolution of the City Council of the City of Soledad Authorizing the Mayor to Sign a Letter Responding to the 2024–2025 Monterey County Civil Grand Jury Final Report titled *"Road Safety in Monterey County: Where to Report a Problem"*

Attachments:
Staff Report
Resolution No. 6315
Attachment 1 -Civil Grand Jury Letter - City of Soledad 2025
Attachment 2 - Civil Grand Jury Report- Road Safety in Monterey County- Where to Report a Problem
Attachment 3 - Go Gov Invoice for Its Happening in Soledad App
Attachment 4 - Website - Report An Issue
Attachment 5 - Strategic Plan on Mobility
Attachment 6 - Social Media Post on Reporting an Issue

COUNCIL ACTION: _____

6. Consideration of Appointment of Mayor Pro Tempore and Various Appointments to Council and City Committees

Attachments:
Staff Report

City Council Appointments and Committees

COUNCIL ACTION: _____

7. Changes to the Brown Act Under SB 707

Attachments:
Staff Report
Attachment 1 - Memo re Changes to Brown Act under SB 707.pdf
Attachment 2 - SB 707

COUNCIL ACTION: _____

VIII. **MAYOR'S REPORTS AND ACKNOWLEDGEMENTS**

IX. **COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS**

X. **CITY MANAGER'S REPORT**

XI. **FUTURE AGENDA ITEMS**

XII. **ADJOURNMENT**

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

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

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

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

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

La entrega anticipada de comentarios públicos por correo electrónico debe presentarse antes de las 2:00 p.m. del día de la reunión programada a la Secretaria Municipal al email darlene.noriega@cityofsoledad.com. Los comentarios están limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean

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

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COUNCIL COMMUNICATION

SUBJECT: **Minutes**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Regular Meeting
December 03, 2025

CALL TO ORDER

Mayor Velazquez called the Joint City Council/ Successor Agency/ Housing Authority/ Successor Housing Agency/ Regular Meeting to order at 6:03 p.m.

City Attorney Mike Rodriquez said Mayor Pro Tem Cabrera provided just cause as why he could not participate in person and could participate remotely; however, he will need to stay in camera view and confirm that there is no one over the age of 18 in the room where he is attending the meeting.

Motion: Councilmember Caldera motioned to approve Mayor Pro Tem Cabrera participating in the council meeting remotely. Motion was seconded by Councilmember Bañuelos and passed by unanimous vote:

Action

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

Mayor Pro Tem Cabrera entered the council meeting via Zoom at 6:05 p.m. and confirmed that there was no one over the age of 18 in the room where he is attending the meeting.

ROLL CALL

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

Mayor/Chair	Anna M. Velazquez
*Mayor Pro Tem/Agency Member	Fernando Cabrera
Councilmember/Agency Member	Fernando Ansaldo-Sánchez
Councilmember/Agency Member	Evarista Bañuelos
Councilmember/Agency Member	Ben Caldera

THE FOLLOWING COUNCILMEMBER WAS ABSENT

None

PLEDGE OF ALLEGIANCE

Councilmember Ansaldo-Sánchez led the Pledge of Allegiance.

ADDITIONS/MODIFICATIONS TO THE AGENDA

None

PUBLIC COMMENT

Vanessa Velazquez would like the Liberty Chapel Harvest Festival to be included in the 2026 event calendar or have a conversation about it.

City Manager Hunter said she would follow up with Ms. Velazquez.

Karen Ayala, Owner of Cruz De Madera Taproom, presented numerous details about the food, drinks, and events the Taproom offers to the Community of Soledad, as well as local groups, organizations, and businesses.

YOUTH COUNCIL REPORT

Youth Commissioners Giovani Bravo, Marilyn Ramirez, and Cindy Alcaraz presented the report. Park and Recreation Director Jessica Potts was also available for questions.

Councilmembers thanked the Youth Commissioners for their report and efforts.

PRESENTATIONS

1. Soledad Little League Annual Report

Parks and Recreation Director Jessica Potts presented the staff report and introduced the current President of the Soledad Little League, Emmanuel Trujillo, and Vice President Jeremy Ramirez.

President of the Soledad Little League, Emmanuel Trujillo, and Vice President Jeremy Ramirez presented detailed information about the 2024 Soledad Little League season.

Vice President Jeremy Ramirez reported that the Little League is now required to have an AED device on-site and to ensure all coaches are certified in CPR and First Aid. He inquired whether the City has any resources or support available to assist the League in meeting these requirements.

Councilmembers asked several questions and expressed their appreciation to the Soledad Little League Board Members for the information provided. They also presented a Certificate of Appreciation to the outgoing Board Members in recognition of their service.

CONSENT CALENDAR

The Soledad resident had one public comment regarding Consent Item No. C-12.

Mayor Velazquez requested a separate discussion for item number C-10.

Councilmember Bañuelos requested a separate discussion for item number C-15.

Motion: Councilmember Ansaldo-Sánchez motioned to approve items C-1, C-2, C-3, C-4, C-5, C-6, C-7, C-8, C-9, C-11, C-13, and C-14. Motion was seconded by Councilmember Bañuelos and passed by unanimous vote:

Action

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

C-1. Minutes of 11/19/2025

C-2. Warrants 11/14/2025 – 11/23/2025

C-3. Human Resources Activity Report

C-4. Parks and Recreation Activity Report

C-5. Public Works Activity Report

C-6. Police Department Activity Report

C-7. Fire Department Activity Report

C-8. Community and Economic Development Department Activity Report

C-9. Resolution No. 6304, A Resolution of the City Council of the City of Soledad Approving Amendment No, 1 of the Summary of Job Classifications and Salary Schedule for Fiscal Year 2026/26

C-11. Resolution No. 6306, A Resolution of the City Council of the City of Soledad Accepting the Water Reclamation Facility Metal Building Project as Complete by Plummerbuilt Inc. and Authorizing the Release of Retention in the Amount of $35,311.55

C-13. Resolution No. 6308, A Resolution of the City Council of the City of Soledad Approving and Authorizing Amendment No. 1 to the Professional Services Agreement with EMC Planning Group, Inc. to Provide Planning Services for the Almond Acres Subdivision Project to June 30, 2026

Mayor Velazquez stated that as the City advances this project, she wants to ensure that staff have the necessary capacity to move it forward as efficiently as possible, consistent with the developers' timeline and capabilities.

C-14. Resolution No. 6309, A Resolution of the City Council of the City of Soledad Authorizing the City Manager to Dispense with Bidding Pursuant to Soledad Municipal Code Section 3.24.040 and to Execute a Contract for the Purchase Twenty-Five Axon Taser 10 CEW Devices, Battery Packs, Holsters, and Cartridges for $120,962.55 Financed with Traffic Safety Funds

Motion: Councilmember Ansaldo-Sánchez motioned to approve items C-10, C-12, and C-15. Motion was seconded by Councilmember Bañuelos and passed by unanimous vote:

Action

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

C-10. Resolution No. 6305, A Resolution of the City Council of the City of Soledad Approving the Application for the Whale Tail Competitive Grants Program for up to $50,000, and Authorizing the City Manager to Execute Said Application on Behalf of the City of Soledad

Parks and Recreation Director Jessica Potts presented the staff report.

Mayor Velazquez asked if language could be included in the application regarding seniors and Veterans.

City Manager Hunter said staff will look further into identifying low-income seniors who are veterans during implementation if funding is received.

C-12. Resolution No. 6307, A Resolution of the City Council of the City of Soledad Approving and Authorizing Amendment No. 1 to the Professional Services Agreement with EMC Planning Group, Inc. to provide Planning Services for the Renewable Oasis Truck Stop Project to December 31, 2026

A Soledad resident expressed concern regarding the proposed Renewable Oasis Truck Stop Project, noting that the city has only two entry and exit points. He worries that the additional traffic generated by the project could significantly increase congestion and lead to substantial traffic backups.

City Manager Hunter requested that he provide his information to Senior Planner Ariana Mora so that he can be updated as the project progresses.

C-15. Resolution No. 6310, A Resolution of the City Council of the City of Soledad Approving In-kind City Services, and the Street Closures for the Annual Our Lady of Guadalupe Processions hosted by the Our Lady of Solitude Parish

Both Councilmember Bañuelos and Mayor Pro Tem Cabrera expressed concerns about the community members participating in the procession wearing safety vests and having more volunteers present during the event.

City Manager Hunter reported that the Soledad Police Chief has authorized a full road closure for the event, rather than a rolling closure. He explained that a full closure will provide a significantly safer environment.

Lieutenant Arreola and Acting Lieutenant Santiago were present at the meeting. Acting Lieutenant Santiago affirmed that full road closure is necessary to ensure maximum public safety.

PUBLIC HEARING

PH-1. Waiver of Reading, Adoption and Read by Title Only of Ordinance No. 779, An Ordinance of the City Council of the City of Soledad Repealing Chapter 15.08 of the Soledad Municipal Code Entitled "Adoption of California Building Code," and Adopting New Chapter 15.08 Entitled "Adoption of California Building Code," and Adopting by Reference the "2025 California Building Standards Codes (Title 24, California Code of Regulations, Parts 1 through 12)," the "1997 Uniform Code for the Abatement of Dangerous Buildings," and the "2024 International Property Maintenance Code."

Senior Planner Ariana Mora presented the staff report.

The Public Hearing opened at 7:18 p.m.

There were no public comments.

The Public Hearing closed at 7:19 p.m.

Councilmember Caldera noted that the update is mandated by the State of California and emphasized that the City is required to proceed accordingly.

Councilmembers had many comments.

Senior Planner Ariana Mora addressed all the questions asked.

Motion: Councilmember Bañuelos motioned to approve the Waiver of Reading, Adoption and Read by Title Only of Ordinance No. 779. Motion was seconded by Councilmember Caldera and passed by unanimous vote:

Action

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

MAYOR'S REPORTS AND ACKNOWLEDGEMENTS

Mayor Velazquez had seven items to report:

1. On 11/21, she met with Beath California Clean Air Project Community Health Educator Delores Ramirez regarding air purifiers in the case of smoke caused by wildfires.
2. On 11/22, she attended the San Andreas Regional Superhero Day at Orchard Lane Park. She thanked the Recreation team and other collaborating agencies, as well as the South County cities.
3. On 11/22, she attended the Blind and Visually Impaired Center Fall Gala fundraiser. She would like to make sure the City includes them in future events here in Soledad.
4. On 11/24, she attended the Salinas Valley Mayors meeting, which focused on pedestrian collision fatalities. She thanked the Youth Commissioners for also focusing on that.
5. She was contacted by San Benito Farmers Group, Maria Catalán, who would like to deliver one hundred boxes of organic vegetables to families in Soledad.
6. On 11/29, she participated in the Small Business Saturday "Shop Local" event. She purchased her family's Christmas tree from Ace Hardware and utilized Pawsitively Clean Dog Groomer for her pet.
7. On 12/03, she attended the TAMC meeting; the TAMC Board adopted their Transportation Plan, which included a pilot project/Federal Program, which includes an electric vehicle take-off and landing called the eVTOL.

COUNCILMEMBERS' REPORTS AND ACKNOWLEDGEMENTS

Councilmember Caldera had one item:

1. He congratulated long-time Soledad resident Pia Franscioni on her 100th birthday.

Councilmember Ansaldo-Sánchez had two items:

1. He was recently appointed to the Soledad Unified School District's Citizens' Bond Oversight Committee.
2. He wished students good luck on the approaching finals.

Councilmember Bañuelos had ten items to report:

1. On 11/20, she attended the Salinas Valley Recycles Board meeting.
2. On 11/22, she attended the San Andreas Regional Superhero Day at Orchard Lane Park
3. On 11/23, she attended the A Day of Thanks, Community Dinner in the City of Greenfield.
4. On 11/24, she donated Turkeys to the Soledad Resource Office. She thanked Councilmember Rachel Otiz from Greenfield City Council for partnering with the City of Soledad.
5. She was invited to attend the Going-away party for Grocery Outlet owners Zeke and Crystal Reyes on 11/29.
6. On 12/01, she attended the agenda briefing with City Manager Hunter.
7. On 12/01, she attended the American Legion meeting.
8. On 12/02, she attended the Listening Session regarding school safety at Soledad High School.
9. On 12/04, she will be the MC at the Soledad Aztec Cheer presentation.
10. She asked for a moment of silence for Bertha Riojas, who passed on 11/20, and Hilaria E. De Los Santos, who passed away on 11/16.

Mayor Pro Tem Cabrera had one item to report:

1. He asked that Councilmember Bañuelos share with the City the news regarding MST.

Councilmember Bañuelos shared that Mayor Pro Tem Cabrera helped the Christmas Parade Committee reserve the Monterey trolley to be a part of the Soledad Christmas Parade.

CITY MANAGER'S REPORT

1. She thanked Human Resources Manager Francine Uy and Community and Economic Development Director Beatriz Trujillo for doing an excellent job while she was out. She also thanked City Attorney Mike Rodriquez and Deputy City Clerk Darlene Noriega for successfully posting the City Council meeting agenda.
2. On Friday, 12/05, the City of Soledad will have a Christmas Tree Lighting event at Cesar Chavez Park.
3. On Saturday, 12/06, the City of Soledad will have the Christmas Parade and Festivities on Front Street.
4. On 12/08, the Narcan Kiosk will be installed. The ribbon-cutting ceremony will begin at 10:00 a.m.
5. On 12/12, the Cops Giving Tree event will be held at the Soledad Community Center.
6. On 12/13, at 4:00 p.m., the Holly Jolly Christmas event will take place at the Soledad Community Center.
7. She thanked Public Works staff, Community and Economic Development staff, and the Soledad Police Department for working through the Encampment Funding Resolution Grant. There are many moving parts, and the staff is trying to complete the project as quickly as possible. She asked that Councilmembers coordinate with her on any visits as it is an active construction site.

FUTURE AGENDA ITEMS

Councilmember Bañuelos had one item:

1. She asked that the City consider more street lighting.

- City manager Hunter said street lighting is something that is included in the Strategic Plan.

Councilmember Ansaldo-Sánchez had no request.

Councilmember Caldera had no request.

Mayor Pro Tem Cabrera had no request.

Mayor Velazquez had two items:

1. She is concerned with Flock Camera data sharing. She would like to review the agreements to make sure data is not shared with out-of-state agencies. She has asked City Manager Hunter to send the contract to the council.

2. The overpass bird-netting is damaged, and she would like staff to look at the contract language.

ADJOURNMENT

Meeting adjourned at 7:53 p.m.

Minutes Approved: December 17, 2025

_____
ANNA M. VELAZQUEZ, Mayor/Chair

_____
MEGAN HUNTER, City Clerk

COUNCIL COMMUNICATION

SUBJECT: **Warrants**

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

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APRAB-Mechanics Bank						
AFLAC	AFLAC HEADQUARTERS	11/28/2025	Regular	0.00	2,310.25	58961

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001001	Invoice	11/28/2025	AFLAC CONTRIBUTION	0.00	946.54
	100-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	263.52	
	213-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	0.82	
	309-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	185.75	
	310-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	474.25	
	311-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	15.44	
	312-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	3.99	
	410-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	2.77	
INV0001002	Invoice	11/28/2025	AFLAC CONTRIBUTION	0.00	1,363.71
	100-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	655.87	
	213-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	0.15	
	309-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	174.51	
	310-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	500.91	
	311-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	21.72	
	312-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	3.74	
	410-0000-21140	AFLAC PAYABLE	AFLAC CONTRIBUTION	6.81	

CALIFS	CALIFORNIA STATE DISBURSEMENT UNIT	11/28/2025	Regular	0.00	725.07	58962

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001005	Invoice	11/28/2025	CHILD SUPPORT CONTRIBUTION	0.00	725.07
	100-0000-21194	CHILD SUPPORT/GARNISH...	CHILD SUPPORT CONTRIBUTION	655.91	
	312-0000-21194	CHILD SUPPORT/GARNISH...	CHILD SUPPORT CONTRIBUTION	18.69	
	410-0000-21194	CHILD SUPPORT/GARNISH...	CHILD SUPPORT CONTRIBUTION	50.47	

COMM F	COMMUNITY FOUNDATION FOR MONTEREY CC	11/28/2025	Regular	0.00	90.00	58963

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001004	Invoice	11/28/2025	CAPITAL CAMPAIGN DONATION	0.00	90.00
	100-0000-21195	MISC. PAYROLL DEDUCTI...	CAPITAL CAMPAIGN DONATION	64.35	
	309-0000-21195	MISC. PAYROLL DEDUCTI...	CAPITAL CAMPAIGN DONATION	10.26	
	310-0000-21195	MISC. PAYROLL DEDUCTI...	CAPITAL CAMPAIGN DONATION	10.26	
	311-0000-21195	MISC. PAYROLL DEDUCTI...	CAPITAL CAMPAIGN DONATION	5.13	

VANTAG	MISSION SQUARE-303584	11/28/2025	Regular	0.00	10,546.86	58964

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0001000	Invoice	11/28/2025	EMPLOYEE DEDUCTION	0.00	540.32
	100-0000-21210	ICMA PAYABLE	EMPLOYEE DEDUCTION	170.87	
	309-0000-21210	ICMA PAYABLE	EMPLOYEE DEDUCTION	46.66	
	310-0000-21210	ICMA PAYABLE	EMPLOYEE DEDUCTION	299.34	
	311-0000-21210	ICMA PAYABLE	EMPLOYEE DEDUCTION	20.87	
	312-0000-21210	ICMA PAYABLE	EMPLOYEE DEDUCTION	2.58	
INV0001006	Invoice	11/28/2025	Directors' 7% Ret. Contr.	0.00	487.02
	100-0000-21171	PERS	Directors' 7% Ret. Contr.	249.32	
	309-0000-21171	PERS	Directors' 7% Ret. Contr.	95.10	
	310-0000-21171	PERS	Directors' 7% Ret. Contr.	95.10	
	311-0000-21171	PERS	Directors' 7% Ret. Contr.	47.50	
INV0001007	Invoice	11/28/2025	DEFERRED-EMPLOYEE PORTION	0.00	8,155.00
	100-0000-21145	DEFERRED COMP. PAYAB...	DEFERRED-EMPLOYEE PORTION	3,944.11	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	213-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		19.40	
	309-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		1,585.47	
	310-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		1,928.93	
	311-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		208.57	
	312-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		131.79	
	410-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		336.73	
INV0001008	Invoice	11/28/2025	DEFERRED-EMPLOYEE PORTION	0.00	1,364.52	
	100-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		1,364.52	
PRINCI	PRINCIPAL LIFE INSURANCE COMPANY	11/28/2025	Regular	0.00	3,725.81	58965
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
INV0001009	Invoice	11/28/2025	DENTAL INSURANCE	0.00	3,195.78	
	100-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		1,741.30	
	213-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		4.78	
	309-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		445.71	
	310-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		860.17	
	311-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		39.10	
	312-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		34.01	
	410-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		70.69	
	531-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		0.02	
INV0001030	Invoice	11/28/2025	VISION INSURANCE	0.00	530.03	
	402-0000-48011	CITY EMPLOYEE CONTRIB...	VISION INSURANCE		530.03	
SEIU L	SEIU LOCAL 521	11/28/2025	Regular	0.00	1,410.40	58966
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
INV0001025	Invoice	11/28/2025	EMPLOYEE CONTRIBUTION	0.00	23.00	
	100-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		9.37	
	309-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		0.50	
	310-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		10.48	
	312-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		0.53	
	410-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		2.12	
INV0001026	Invoice	11/28/2025	EMPLOYEE CONTRIBUTION	0.00	1,387.40	
	100-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		508.92	
	213-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		0.47	
	309-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		276.86	
	310-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		550.35	
	311-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		13.81	
	312-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		11.06	
	410-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		25.93	
SPOA	SOLEDAD POLICE OFFICERS ASSOCIATION	11/28/2025	Regular	0.00	840.00	58967
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
INV0001029	Invoice	11/28/2025	POLICE OFFICERS CONTRIBUTIONS	0.00	840.00	
	100-0000-21190	SOLEDAD POLICE OFFICE...	POLICE OFFICERS CONTRIBUTIO...		840.00	
STAEDD	STATE OF CALIFORNIA E.D.D.	11/28/2025	Regular	0.00	12,128.47	58968

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0001033	Invoice	11/28/2025	STATE TAX W/H	0.00	12,128.47	
	100-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	7,558.39		
	122-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	10.25		
	213-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	15.21		
	309-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	1,359.62		
	310-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	2,460.79		
	311-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	243.05		
	312-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	97.77		
	410-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	383.18		
	531-0000-21130	STATE TAX PAYABLE	STATE TAX W/H	0.21		
STPERS	STATE OF CALIFORNIA PERS	11/28/2025	Regular	0.00	57,436.46	58969
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0001011	Invoice	11/28/2025	CHIEF & LIEUTENANT	0.00	1,624.63	
	100-0000-21171	PERS	CHIEF & LIEUTENANT	1,624.63		
INV0001012	Invoice	11/28/2025	City of Soledad Conf PEPRA	0.00	304.57	
	100-0000-21171	PERS	City of Soledad Conf PEPRA	152.30		
	309-0000-21171	PERS	City of Soledad Conf PEPRA	60.92		
	310-0000-21171	PERS	City of Soledad Conf PEPRA	60.92		
	311-0000-21171	PERS	City of Soledad Conf PEPRA	30.43		
INV0001013	Invoice	11/28/2025	EMPLOYEE CONTRIBUTION	0.00	10,646.01	
	100-0000-21171	PERS	EMPLOYEE CONTRIBUTION	5,098.82		
	213-0000-21171	PERS	EMPLOYEE CONTRIBUTION	11.03		
	309-0000-21171	PERS	EMPLOYEE CONTRIBUTION	1,270.58		
	310-0000-21171	PERS	EMPLOYEE CONTRIBUTION	3,398.71		
	311-0000-21171	PERS	EMPLOYEE CONTRIBUTION	180.56		
	312-0000-21171	PERS	EMPLOYEE CONTRIBUTION	125.83		
	410-0000-21171	PERS	EMPLOYEE CONTRIBUTION	560.12		
	531-0000-21171	PERS	EMPLOYEE CONTRIBUTION	0.36		
INV0001014	Invoice	11/28/2025	City of Soledad Regular Empl	0.00	11,247.30	
	100-0000-21171	PERS	City of Soledad Regular Empl	5,393.45		
	213-0000-21171	PERS	City of Soledad Regular Empl	11.33		
	309-0000-21171	PERS	City of Soledad Regular Empl	1,367.61		
	310-0000-21171	PERS	City of Soledad Regular Empl	3,553.36		
	311-0000-21171	PERS	City of Soledad Regular Empl	216.61		
	312-0000-21171	PERS	City of Soledad Regular Empl	129.30		
	410-0000-21171	PERS	City of Soledad Regular Empl	575.27		
	531-0000-21171	PERS	City of Soledad Regular Empl	0.37		
INV0001015	Invoice	11/28/2025	City of Soledad Police	0.00	8,390.60	
	100-0000-21171	PERS	City of Soledad Police	8,390.60		
INV0001016	Invoice	11/28/2025	City of Soledad Conf. Employee	0.00	341.53	
	100-0000-21171	PERS	City of Soledad Conf. Employee	174.13		
	309-0000-21171	PERS	City of Soledad Conf. Employee	83.71		
	310-0000-21171	PERS	City of Soledad Conf. Employee	83.69		
INV0001017	Invoice	11/28/2025	City of Soledad Reg Managers	0.00	573.86	
	100-0000-21171	PERS	City of Soledad Reg Managers	154.95		
	309-0000-21171	PERS	City of Soledad Reg Managers	143.46		
	310-0000-21171	PERS	City of Soledad Reg Managers	143.46		
	311-0000-21171	PERS	City of Soledad Reg Managers	57.39		
	312-0000-21171	PERS	City of Soledad Reg Managers	28.69		
	410-0000-21171	PERS	City of Soledad Reg Managers	45.91		
INV0001018	Invoice	11/28/2025	City of Soledad Managers	0.00	835.37	
	100-0000-21171	PERS	City of Soledad Managers	225.55		
	309-0000-21171	PERS	City of Soledad Managers	208.85		
	310-0000-21171	PERS	City of Soledad Managers	208.85		

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	311-0000-21171	PERS		City of Soledad Managers		83.54	
	312-0000-21171	PERS		City of Soledad Managers		41.77	
	410-0000-21171	PERS		City of Soledad Managers		66.81	
INV0001019	Invoice	11/28/2025	City of Soledad Police		0.00	628.53	
	100-0000-21171	PERS		City of Soledad Police		628.53	
INV0001020	Invoice	11/28/2025	City of Soledad Police		0.00	2,427.92	
	100-0000-21171	PERS		City of Soledad Police		2,427.92	
INV0001021	Invoice	11/28/2025	City of Soledad Police		0.00	1,437.62	
	100-0000-21171	PERS		City of Soledad Police		1,437.62	
INV0001022	Invoice	11/28/2025	City of Soledad Police		0.00	8,246.68	
	100-0000-21171	PERS		City of Soledad Police		8,246.68	
INV0001023	Invoice	11/28/2025	EMPLOYEE CONTRIBUTION		0.00	4,167.70	
	100-0000-21171	PERS		EMPLOYEE CONTRIBUTION		1,656.18	
	213-0000-21171	PERS		EMPLOYEE CONTRIBUTION		17.15	
	309-0000-21171	PERS		EMPLOYEE CONTRIBUTION		1,037.03	
	310-0000-21171	PERS		EMPLOYEE CONTRIBUTION		944.64	
	311-0000-21171	PERS		EMPLOYEE CONTRIBUTION		67.38	
	312-0000-21171	PERS		EMPLOYEE CONTRIBUTION		125.01	
	410-0000-21171	PERS		EMPLOYEE CONTRIBUTION		320.31	
INV0001024	Invoice	11/28/2025	City of Soledad Regular Empl		0.00	6,564.14	
	100-0000-21171	PERS		City of Soledad Regular Empl		2,664.29	
	213-0000-21171	PERS		City of Soledad Regular Empl		24.97	
	309-0000-21171	PERS		City of Soledad Regular Empl		1,631.51	
	310-0000-21171	PERS		City of Soledad Regular Empl		1,496.93	
	311-0000-21171	PERS		City of Soledad Regular Empl		98.13	
	312-0000-21171	PERS		City of Soledad Regular Empl		181.96	
	410-0000-21171	PERS		City of Soledad Regular Empl		466.35	
	Void		11/28/2025	Regular	0.00	0.00	58970
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		11/28/2025	Regular	0.00	2,355.19	58971

Payable #	Payable Type	Post Date	Payable Description		Discount Amount	Payable Amount
	Account Number	**Account Name**		**Item Description**	**Distribution Amount**	
INV0001010	Invoice	11/28/2025	LIFE, AD&D, LTD		0.00	1,109.55
	100-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		647.45
	213-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		1.42
	309-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		141.32
	310-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		238.99
	311-0000-21150	INSUARNCE PAYABLE		LIFE, AD&D, LTD		22.23
	312-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		14.12
	410-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		44.00
	531-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		0.02
INV0001027	Invoice	11/28/2025	LIFE, AD&D, LTD		0.00	934.17
	100-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		545.06
	213-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		1.10
	309-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		115.60
	310-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		207.21
	311-0000-21150	INSUARNCE PAYABLE		LIFE, AD&D, LTD		15.45
	312-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		11.49
	410-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		38.24
	531-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		0.02
INV0001028	Invoice	11/28/2025	SUPPLEMENTAL		0.00	311.47
	100-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		183.07
	213-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		0.11
	309-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		43.77
	310-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		60.75
	311-0000-21150	INSUARNCE PAYABLE		SUPPLEMENTAL		11.20
	312-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		4.37

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	410-0000-21150 INSURANCE PAYABLE		SUPPLEMENTAL		8.20	
AZCARES	Support Payment Clearinghouse	11/28/2025	Regular	0.00	601.38	58972
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
INV0001003	Invoice 11/28/2025 CHILD SUPPORT CONTRIBUTION			0.00	601.38	
	100-0000-21194 CHILD SUPPORT/GARNISH...		CHILD SUPPORT CONTRIBUTION	601.38		
ALCANA	ALCANTAR ACE HARDWARE	12/05/2025	Regular	0.00	53.67	58973
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
10790	Invoice 12/05/2025 Facility			0.00	18.56	
	100-2200-52518 FACILITIES EXPENSE		Facility	18.56		
10850	Invoice 12/05/2025 Facility			0.00	19.84	
	100-2200-52518 FACILITIES EXPENSE		Facility	19.84		
10962	Invoice 12/05/2025 Facility			0.00	15.27	
	100-2200-52518 FACILITIES EXPENSE		Facility	15.27		
ALLINS	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	12/05/2025	Regular	0.00	1,353.00	58974
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
3332032	Invoice 12/05/2025 Special Events - Christmas Parade			0.00	1,353.00	
	100-1200-52105 SPECIAL EVENTS		Special Events - Christmas Parade	1,353.00		
AMAZON	AMAZON CAPITAL SERVICES	12/05/2025	Regular	0.00	232.57	58975
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
1M3W-97C6-4FNJ	Invoice 12/05/2025 Special Events - Christmas Parade			0.00	126.74	
	100-1200-52105 SPECIAL EVENTS		Special Events - Christmas Parade	126.74		
1RJR-KQJP-N3H4	Invoice 12/05/2025 Batteries Towel Dispensers			0.00	79.62	
	100-2200-52518 FACILITIES EXPENSE		Batteries Towel Dispensers	79.62		
1YM1-MMNK-CV...	Invoice 12/05/2025 Hedge Trimmer			0.00	26.21	
	100-2100-52051 TOOLS & MINOR EQUIPM...		Hedge Trimmer	26.21		
J.A.V	ANA RUEDA DE VIDALES	12/05/2025	Regular	0.00	720.00	58976
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
25-0611	Invoice 12/05/2025 Prof. Serv. - Translation			0.00	720.00	
	100-1000-52200 PROFESSIONAL SERVICES...		Prof. Serv. - Translation	720.00		
COMOEM	COUNTY OF MONTEREY DEPT OF EMERGENCY (	12/05/2025	Regular	0.00	115,611.00	58977
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
FY 2025/2026	Invoice 12/05/2025 911 Dispatch Fees			0.00	115,611.00	
	100-1400-52065 911 DISPATCH FEES		911 Dispatch Fees	115,611.00		
DATA	DATAFLOW BUSINESS SYSTEMS, INC.	12/05/2025	Regular	0.00	371.58	58978
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
439170	Invoice 12/05/2025 Copier - C.H.			0.00	371.58	
	100-8000-52520 MAINTENANCE AGREEM...		Copier - C.H.	371.58		
NATIONALCPM	NATIONAL CPM INC	12/05/2025	Regular	0.00	3,600.00	58979
Payable #	**Payable Type** **Post Date** **Payable Description**			**Discount Amount**	**Payable Amount**	
	Account Number **Account Name** **Item Description**			**Distribution Amount**		
120425	Invoice 12/05/2025 December 2025 Rent & Security Deposit			0.00	3,600.00	
	122-0000-52190 RENT/UTILITY ASSISTANCE		December 2025 Rent & Security...	3,600.00		
RAMIREZN	NATIVIDAD RAMIREZ	12/05/2025	Regular	0.00	2,500.00	58980

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
120425	Invoice	12/05/2025	December 2025 Rent	0.00	2,500.00	
	122-0000-52190	RENT/UTILITY ASSISTANCE	December 2025 Rent	2,500.00		
P.G.E.	PACIFIC GAS & ELECTRIC	12/05/2025	Regular	0.00	57,911.09	58981
111325L	Invoice	12/05/2025	Lights	0.00	9,628.11	
	410-0000-52400	UTILITIES	Lights	9,628.11		
111425C	Invoice	12/05/2025	Parks Facilities Streets	0.00	6,582.47	
	100-2100-52400	UTILITIES	Parks Facilities Streets	508.63		
	100-8000-52400	UTILITIES	Parks Facilities Streets	5,939.23		
	410-0000-52400	UTILITIES	Parks Facilities Streets	134.61		
111625	Invoice	12/05/2025	255 Soledad St.	0.00	520.90	
	100-1400-52400	UTILITIES	255 Soledad St.	520.90		
111725	Invoice	12/05/2025	Water	0.00	14,748.46	
	309-0000-52400	UTILITIES	Water	14,748.46		
111725B	Invoice	12/05/2025	Lights	0.00	16.54	
	410-0000-52400	UTILITIES	Lights	16.54		
111725C	Invoice	12/05/2025	Lights	0.00	137.19	
	410-0000-52400	UTILITIES	Lights	137.19		
111925	Invoice	12/05/2025	Lights, Fire Dept, Orchard Villas	0.00	3,296.73	
	100-1450-52400	UTILITIES	Fire Dept	680.27		
	410-0000-52400	UTILITIES	Lights	2,150.30		
	651-0000-52400	UTILITIES	Orchard Villas	466.16		
112025	Invoice	12/05/2025	Community Center	0.00	3,610.00	
	100-2200-52400	UTILITIES	Community Center	3,610.00		
112125	Invoice	12/05/2025	WWTP	0.00	19,370.69	
	310-0000-52400	UTILITIES	WWTP	19,370.69		
PIERRE	PIERRE RADEMAKER DESIGN	12/05/2025	Regular	0.00	1,189.06	58982
1694	Invoice	12/05/2025	Office Supplies	0.00	1,189.06	
	100-1100-52040	OFFICE SUPPLIES	Office Supplies	1,189.06		
MEDCLE	SANDRA LOPEZ MEDINA	12/05/2025	Regular	0.00	100.00	58983
1071	Invoice	12/05/2025	Vehicle Cleaning	0.00	100.00	
	100-8000-52080	FLEET SERVICES	Vehicle Cleaning	100.00		
STATEW	STATE WATER RESOURCES CONTROL BOARD	12/05/2025	Regular	0.00	1,542,438.11	58984
112025	Invoice	12/05/2025	December 2025 Payment - SRF Loan	0.00	1,542,438.11	
	310-0000-58230	PRINCIPAL (SRF)	December 2025 Payment - SRF L...	1,542,438.11		
TEAMCIVX	TEAM CIVX	12/05/2025	Regular	0.00	15,169.84	58985
4165	Invoice	12/05/2025	Parcel Tax Consulting & Mailers	0.00	15,169.84	
	100-8000-52200	PROFESSIONAL SERVICES...	Parcel Tax Consulting & Mailers	15,169.84		
TRINIP	TRINIDAD ZAVALA	12/05/2025	Regular	0.00	858.79	58986

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
25-1031 F	Invoice	12/05/2025	Facility Maint. - FD	0.00	858.79	
	100-1450-52518	FACILITIES EXPENSE	Facility Maint. - FD	858.79		
UTILTE	UTILITY TELECOM GROUP, LLC	12/05/2025	Regular	0.00	4,301.50	58987
90239000000025...	Invoice	12/05/2025	City Phones	0.00	4,301.50	
	100-8000-52410	TELEPHONE/DATA/PAGER	City Phones	4,301.50		
VERIZO	VERIZON WIRELESS	12/05/2025	Regular	0.00	118.34	58988
6129125761	Invoice	12/05/2025	Air Cards / Internet Encampment	0.00	118.34	
	100-1200-52520	MAINTENANCE AGREEM...	Air Cards / Internet Encampment	78.33		
	310-0000-52415	CELLULAR PHONE	Air Cards / Internet Encampment	40.01		
EFTPS	EFTPS	11/28/2025	Bank Draft	0.00	9,455.35	DFT0000111
INV0001031	Invoice	11/28/2025	MEDICARE W/H	0.00	9,455.35	
	100-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	5,599.65		
	122-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	67.10		
	213-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	10.50		
	309-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	1,064.03		
	310-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	2,058.61		
	311-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	164.38		
	312-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	103.70		
	410-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	387.26		
	531-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	0.12		
EFTPS	EFTPS	11/28/2025	Bank Draft	0.00	36,013.48	DFT0000112
INV0001032	Invoice	11/28/2025	FICA W/H	0.00	36,013.48	
	100-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	20,967.22		
	122-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	286.86		
	213-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	45.00		
	309-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	4,012.98		
	310-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	8,266.44		
	311-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	460.24		
	312-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	395.06		
	410-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	1,579.12		
	531-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	0.56		
EFTPS	EFTPS	11/28/2025	Bank Draft	0.00	28,319.64	DFT0000113

Vendor Number / Payable #	Vendor Name / Payable Type	Post Date	Payment Date / Payable Description	Payment Type	Discount Amount / Discount Amount	Payment Amount / Payable Amount	Number
	Account Number		**Account Name**	**Item Description**		**Distribution Amount**	
INV0001034	Invoice	11/28/2025	FEDERAL TAX		0.00	28,319.64	
	100-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		17,039.83	
	122-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		30.90	
	213-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		33.36	
	309-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		3,082.76	
	310-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		6,320.30	
	311-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		585.75	
	312-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		273.97	
	410-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		952.26	
	531-0000-21120		FEDERAL TAX PAYABLE	FEDERAL TAX		0.51	

Bank Code APRAB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	27	0.00	1,838,698.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	73,788.47
EFT's	0	0	0.00	0.00
	63	**31**	**0.00**	**1,912,486.91**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	27	0.00	1,838,698.44
Manual Checks	0	0	0.00	0.00
Voided Checks	0	1	0.00	0.00
Bank Drafts	3	3	0.00	73,788.47
EFT's	0	0	0.00	0.00
	63	**31**	**0.00**	**1,912,486.91**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	11/2025	165,958.36
999	POOLED CASH	12/2025	1,746,528.55
			1,912,486.91

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6311, a Resolution of the City Council of the City of Soledad Approving the Construction Services Agreement with HR Sheet Metal Heating and Air Conditioning, in an Amount of $79,900 plus 10% Contingency for a Total Amount not to Exceed $ 87,890 for the Purchase and Installation of a Package Unit Heating and Ventilation System and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6311, "Approving the Construction Services Agreement with HR Sheet Metal Heating and Air Conditioning, in an Amount of $79,900 plus 10% Contingency for a Total Amount of $87,890 for the Purchase and Installation of a Package Unit Heating and Ventilation System and Authorizing the City Manager to Execute said Contract on Behalf of the City of Soledad".

Executive Summary

The Community Center's gymnasium HVAC system has failed after more than 30 years of service, and replacement parts are no longer available. To restore heating and ventilation, Public Works issued a formal bid request for a compatible replacement unit. HR Sheet Metal Heating and Air Conditioning submitted a proposal of $79,900, which staff reviewed and found responsive. Staff recommends approving a contract with HR Sheet Metal for the purchase and installation of the new HVAC unit, including a 10% contingency, for a total not-to-exceed amount of $87,890. The HVAC system will be funded through CDBG Program Income.

Background

The Community Center is a vital facility serving approximately 20,000 residents year-round through a wide range of programs, events, and recreational activities. The gymnasium's heating and ventilation system, critical for maintaining safe and comfortable conditions during colder months and large gatherings, has become inoperable. After more than 30 years of continuous use, the unit's blower has

reached the end of its service life. Because replacement parts for this outdated equipment are no longer manufactured, repairs are not feasible.

To restore heating and ventilation to the gymnasium, the entire HVAC unit must be replaced. A new packaged unit will not only reestablish essential climate control but will also be compatible with the existing ductwork and provide the capacity for a future air-conditioning upgrade. In response to this need, Public Works staff prepared and advertised a formal Request for Bids for a replacement unit meeting these requirements.

Review & Analysis

Staff issued and formally advertised a Request for Bids (RFB) through PlanetBids for qualified contractors to provide the purchase and installation of a replacement heating and ventilation unit. The RFB was released on November 19, 2025, with bids due on December 3, 2025. In response, the City received a proposal from HR Sheet Metal Heating and Air Conditioning in the amount of $79,900 for the complete replacement of the existing HVAC unit. Staff reviewed the proposal and found it to be responsive and suitable for the project. Staff therefore recommends approval of a contract with HR Sheet Metal Heating and Air Conditioning for construction services in the amount of $79,900, plus a 10% contingency, for a total not-to-exceed amount of $87,890.

As the City enters the colder winter months, timely replacement of the inoperable HVAC unit is essential to maintain safe, comfortable conditions and allow recreational programming at the Community Center to continue. The new packaged unit will restore critical heating and ventilation services, integrate with the existing ductwork, and support the potential addition of air conditioning in the future. The City is actively exploring funding opportunities that would allow for a future air-conditioning upgrade to the gym.

Funding for this project will be provided through CDBG Program Income. The proposed contract is included as Exhibit A, and the proposal submitted by HR Sheet Metal Heating and Air Conditioning is provided as Attachment 1. The selected contractor is a local South County business based in Greenfield.

Financial Considerations

The City applied to California Department of Housing and Community Development (HCD) to use program income from our CDBG business loan program. HCD approved our application last year to use program funding for the Community Center as an eligible activity. We will be submitting the application before the holidays and should receive formal approval in the new year.

Alternatives

- Adopt the recommended resolution.
- Do not adopt the recommended resolution.

Planning/CEQA

The proposed project is exempt from further environmental review under the California Environmental Quality Act (CEQA) Guidelines, Section 15302 (Class 2 – Replacement or Reconstruction). This exemption applies to the replacement or reconstruction of existing structures and facilities where the new structure is located on the same site and serves substantially the same purpose and capacity as the structure being replaced. As the project meets these criteria, no additional CEQA analysis is required.

If National Environmental Policy Act (NEPA) review is determined to be required for this application, the necessary NEPA analysis will be conducted at that time. In all likelihood this is an excluded activity under NEPA, which is the equivalent of a CEQA exemption.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6311
Exhibit A
Attachment 1

RESOLUTION NO. 6311

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A CONTRACT FOR CONSTRUCTION SERVICES WITH HR SHEET METAL HEATING AND AIR CONDITIONING IN AN AMOUNT OF $79,900 PLUS 10% CONTINGENCY FOR A TOTAL AMOUNT NOT TO EXCEED $87,890 FOR THE PURCHASE AND INSTALLATION OF PACKAGED UNIT HVAC AND AUTHORIZING THE CITY MANAGER TO EXECUTE SAID CONTRACT ON BEHALF OF THE CITY OF SOLEDAD.

WHEREAS, the Community Center is a vital facility serving approximately 20,000 residents year-round through a wide range of programs, events, and recreational activities; and

WHEREAS, the gymnasium's heating and ventilation system, critical for maintaining safe and comfortable conditions during colder months and large gatherings, has become inoperable; and

WHEREAS, after more than 30 years of continuous use, the existing unit's blower has reached the end of its service life, and replacement parts for the outdated equipment are no longer manufactured, rendering repairs infeasible; and

WHEREAS, to restore essential heating and ventilation service, the entire HVAC unit must be replaced, and a new packaged unit will be compatible with the existing ductwork and support the potential addition of air conditioning in the future; and

WHEREAS, in response to this need, Public Works staff prepared and formally advertised through PlanetBids a Request for Bids (RFB) for the purchase and installation of a replacement packaged HVAC unit on November 19, 2025, with the bid period closing on December 3, 2025; and

WHEREAS, the City received one proposal from HR Sheet Metal Heating and Air Conditioning, a local South County contractor based in Greenfield; and

WHEREAS, staff reviewed the proposal and found the bidder to be reasonable, responsive, and qualified to perform the work; and

WHEREAS, staff recommends approval of a contract with HR Sheet Metal Heating and Air Conditioning for construction services for the purchase and installation of the replacement packaged HVAC unit, using the City's Standard Contract form; and

WHEREAS, funding for this project will be provided through CDBG Program Income; and

WHEREAS, the proposed project is exempt from further environmental review under the California Environmental Quality Act (CEQA) Guidelines, Section 15302 (Class 2 – Replacement or Reconstruction). This exemption applies to the replacement or reconstruction of existing structures and facilities where the new structure is located on the same site and serves substantially

the same purpose and capacity as the structure being replaced. As the project meets these criteria, no additional CEQA analysis is required.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Soledad hereby approves a Construction Services Agreement between the City of Soledad and HR Sheet Metal Heating and Air Conditioning, in an amount of $79,900 plus 10% contingency for a total amount not to exceed of $87,890 for the purchase and installation of a packaged heating and ventilation unit, a copy of which is attached as **"Exhibit A"** and by reference incorporated herein, and authorizes the City Manager to execute said Agreement.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 17th day of December 2025, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Manager

CONTRACT

This public works contract ("Contract") is entered into by and between the **City of Soledad** ("Owner") and **HR Sheet Metal Heating and Air Conditioning** ("Contractor") for work on the **Installation of a Package Unit HVAC** ("Project").

The parties agree as follows:

1. **Award of Contract.** In response to the Notice Inviting Bids, which is not applicable according to S.M.C 3.24.080-No bidding required Contractor has submitted a Bid Proposal to perform work on the Project, and on **December 17, 2025**, Owner authorized award of this Contract to Contractor for the amount of Contractor's bid.

2. **Contract Documents.** The Contract Documents are comprised of the Notice Inviting Bids; the Instructions to Bidders; addenda, if any; the Bid Proposal, and attachments thereto; the Contract; the payment and performance bonds; the General Conditions; the Supplemental General Conditions, if any; the Project drawings and specifications; the Design Standards and Standard Specifications, Department of Public Works, City of Soledad, 2007 Edition, or as amended; and Change Orders, if any.

3. **Contractor's Services.** Contractor agrees to perform all of the Work required for the Project, as specified in the Contract Documents, all of which are fully incorporated herein. Contractor shall provide, furnish, and supply all things necessary and incidental for the timely performance and completion of the Work, including, but not limited to, provision of all necessary labor, materials, equipment, transportation, and utilities, unless otherwise specified in the Contract Documents. Contractor also agrees to use its best efforts to complete the Work in a professional and expeditious manner and to meet or exceed the performance standards required by the Contract Documents.

4. **Payment.** As full and complete compensation for Contractor's timely performance and completion of the Work in strict accordance with the terms and conditions of the Contract Documents, Owner shall pay Contractor **Seventy-Nine Thousand Nine Hundred and 00/100 ($ 79,900)** (the "Contract Price"), in accordance with the payment provisions set forth in the General Conditions.

5. **Time for Completion.** Contractor shall fully complete the Work for the Project within **thirty (30)** calendar days from the commencement date given in the notice to proceed ("Contract Time"). By signing below, Contractor expressly waives any claim for delayed early completion.

6. **Liquidated Damages.** If Contractor fails to complete the Work within the Contract Time, Owner may assess liquidated damages in the amount of **One Thousand Dollars ($1,000.00**) for each day of unexcused delay in completion, and the Contract Price shall be reduced accordingly.

7. **Labor Code Compliance.** This public works Contract is subject to all applicable requirements of Chapter 1 of Part 7 of Division 2 of the Labor Code, including, but not limited to, requirements pertaining to wages, working hours and workers' compensation insurance.

8. **Workers' Compensation Certification.** Pursuant to Labor Code Section 1861, by signing this Contract, Contractor certifies as follows: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work on this Contract."

9. **Prevailing Wages.** This Project is subject to the prevailing wage requirements applicable to the locality in which the Work is to be performed for each craft, classification or type of worker needed to perform the Work, including employer payments for health and welfare, pension, vacation, apprenticeship and similar purposes. Copies of these prevailing rates are available online at http://www.dir.ca.gov/DLSR.

10. **Notice.** Any notice, billing, or payment required by the Contract Documents must be made in writing, and sent to the other party by personal delivery, U.S. Mail, a reliable overnight delivery service, facsimile, or by e-mail as a PDF (or comparable) file. Notice is deemed effective upon delivery unless otherwise specified. Notice for each party shall be given as follows:

	Owner	**Contractor**
Name	City of Soledad	HR Sheet Metal Heating and Air Conditioning
Address	248 Main Street	26 7th St.
City/state/zip	Soledad, CA 93960	Greenfield, CA 93927
Phone	(831) 223-5000	831-214-7603
Fax	(831) 678-3965	
Attn:	Donald T. Wilcox, Public Works Director	Carlos Hernandez
Email	dwilcox@cityofsoledad.gov	

11. **General Provisions.**

11.1 **Assignment and Successors.** Contractor may not assign its rights or obligations under this Contract, in part or in whole, without Owner's written consent. This Contract is binding on Contractor's successors and permitted assigns.

11.2 **Third Party Beneficiaries.** There are no intended third-party beneficiaries to this Contract except as expressly provided in the General Conditions or Supplemental General Conditions.

11.3 **Governing Law and Venue.** This Contract shall be governed by California law and venue shall be in the Superior Court of the County in which the Project is located, and no other place.

11.4 **Amendment.** No amendment or modification of this Contract shall be binding unless it is in a writing duly authorized and signed by the parties to this Contract.

11.5 **Integration; Severability.** This Contract and the Contract Documents incorporated herein, including authorized amendments or change orders thereto, constitute the final, complete, and exclusive terms of the agreement between Owner and Contractor. If any provision of this Contract, or portion thereof, is determined to be illegal, invalid, or unenforceable, the remaining provisions of the Contract shall remain in full force and effect.

11.6 **Authorization.** Each individual signing below warrants that he or she is authorized to do so by the party that he or she represents, and that this Contract is legally binding on that party.

The parties agree to this Contract as witnessed by the signatures below:

OWNER:	CONTRACTOR:
City of Soledad	HR Sheet Metal & Air Conditioning
s/_____	s/_____
Megan Hunter, City Manager Name/Title [print]	_____ Name/Title [print]
Date: _____	Date: _____
	_____ Contractor's License Number(s)
	_____ Expiration Date(s)
	Seal:

1. Instructional Materials

1.1. The following instructional materials must be delivered with the system:
- 1.1.1. Master set of equipment manuals, and Digital copy matched to specified system equipment, including any aftermarket equipment installed
- 1.1.2. Copy set both physical and Digital of equipment manuals, matched to specified system equipment

2. Warranty

2.1. The HVAC shall be warranted against manufacturing defects for period of (12) months from the date of delivery at a minimum. Any installed equipment warranties that extend beyond this period (e.g. a vehicle 36 month / 36000 mile warranty) shall be passed on to the City of Soledad by the system manufacturer.

3. Delivery

3.1. The system shall be delivered to the City of Soledad in first-class operating condition. Acceptance of the system shall be subject to inspection and approval by City personnel, to the following address 560 Walker Dr California 93960.

A. Complete this bid specification package, checking "YES" to show compliance or "NO" indicating a variance.

Initial CH

B. Submit the following technical information with the bid proposal:

a. Detailed component listing with quantities

Initial CH

b. Detailed system specifications

Initial CH

c. Explanation of deviations, if necessary

Initial CH

d. Complete supplier information sheet(s)

Initial CH

Bid Price Submittal Form

BASE BID EQUIPMENT

Bid Price = $ 79,900 (price in words)
seventy-nine thousand, nine hundred
Delivery of system within 6 ~~days~~ weeks

Prices quoted valid for 30 days

Company name: HR Sheet Metal Inc

Address: 26 7th St. Greenfield, CA 93927

Authorized bidder signature: _____ Date:
Nov. 25, 2025

Name:
Carlos Hernandez

Title:
President

City of Soledad, CA
Replacement HVAC unit at Soledad Community Center

TOTAL BID PRICE

PRICE OF BASE EQUIPMENT	$
APPLICABLE TAX AND FEES	$
TOTAL PRICE OF EQUIPMENT	$ 79,900

TOTAL AMOUNT OF BID IN WORDS
seventy-nine thousand, nine hundred

In case of a discrepancy between words and figures, the words shall prevail. If the amounts proposed on individual items (if called for) do not in fact add up to the total amount shown by the bidder, the correctly added total of the individual items shall prevail over the total figure shown by the bidder if there is a discrepancy between these figures.

BIDDER'S INFORMATION

BIDDER certifies that the following information is true and correct:

Bidder's Name Carlos Hernandez

Bidder's Address 26 7th St. Greenfield, CA 93927

Telephone Number (831) 214-7603

REFERENCES

The following are the names, addresses, and telephone numbers for three public agencies and/or private sector firms for which BIDDER has supplied similar equipment within the past 2 years:

1.

_____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract Amount Type of Work Date completed

2.

_____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract Amount Type of Work Date completed

3.

_____
Name and Address of Owner

_____
Name and telephone number of person familiar with project

_____
Contract Amount Type of Work Date completed

City of Soledad, CA
Replacement HVAC unit at Soledad Community Center

BIDDER'S NON-COLLUSION AFFIDAVIT

Carlos Hernandez -- hereby swears and says:

1. That he/she is the President of HR Sheet Metal Inc
(Title) (Name of Company)
, hereinafter called Bidder, who has submitted to the City of Soledad a bid for
Gym Ventilation System;
(Bid Item)

2. That the bid is genuine; that the same is not a sham; that all statements of fact in the bid are true;

3. That the bid was not made in the interest of, or on behalf of, any person, partnership, company, association, organization or corporation not named or disclosed;

4. That the Bidder did not, directly or indirectly, induce, solicit or agree with anyone else to submit a false or sham bid, to refrain from proposing, or to withdraw a bid, to raise or fix the bid price of the Bidder or of anyone else, or to raise or fix any overhead, profit or cost element of the Bidder's price or the price of anyone else; and did not attempt to induce action prejudicial to the interest of the City of Soledad, or of any other Bidder, or anyone else interested in the proposed purchase agreement/order;

5. That the Bidder has not in any other manner sought by collusion to secure for itself an advantage over any other Bidder or to induce action prejudicial to the interests of the City of Soledad, or of any other Bidder or of anyone else interested in the proposed purchase agreement/order;

6. That the Bidder has not accepted any bid from any subpurchase order or materialman through any bid depository, the bylaws, rules or regulations of which prohibit or prevent Bidder from considering any bid from any subpurchase order or materialman, which is not processed through that bid depository, or which prevent any subpurchase order or materialman from proposing to any purchase order/agreement or who does not use the facilities of or accept bids from or through such bid depository;

7. That the Bidder did not, directly or indirectly, submit the Bidder's bid price or any breakdown thereof, or the contents thereof, or divulge information or date relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals , except the City of Soledad, or to any person or persons who have a partnership or other financial interest with said Bidder in its business.

Dated this 25th day of Nov, 2025

BIDDER'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Bidder shall complete, under penalty of perjury, the following questionnaire.

Has the Bidder, an officer of the Bidder, or any employee of the Bidder who has a proprietary interest in the Bidder ever been disqualified, removed, or otherwise prevented from proposing on or completing a Federal, State, or local government project because of a violation of law or safety regulation?

Yes ____ No ✓

If the answer is yes, please explain the circumstances in the space provided.

Note: This Questionnaire constitutes a part of the bid, and a signature portion of the bid shall constitute signature of this questionnaire.

City of Soledad, CA
Replacement HVAC unit at Soledad Community Center

(Bidder Signature)

President
(Title)

IN WITNESS WHREOF, BIDDER executes and submits this bid with the names, title, hands seals of all forenamed principal this _ 25th day of Nov, 2025

BIDDER

We are going to provide and install the unit. We will provide and install all sheet metal fabrication. Another company will arrive to do all configurations for sensors, dampers, controls, etc

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made herein are true and correct.

Bidder's Signature

Printed Name

Carlos Hernandez

HR Sheet Metal Inc

Lic:1049850
Carlos Hernandez
831-214-7603

Proposal: Gym Ventilation System

Requested By: Antonio Romero (City of Soledad)
Job Address: 560 Walker Dr, Soledad, CA 93960 (Soledad Community Center)

We propose to furnish all materials and perform all labor necessary, per plan and specifications provided to this date, on the above job for the sum of:

1. BP700TRLN400D3LZ6TBA - Modine indirect gas-fired duct furnace (make up air unit) 13k cfm 32.5 tons
2. Crane
3. Fabrication of sheet metal transitional ducting supply and return
4. Flat bed estimate freight included in price
5. We are going to provide and install the unit (another company will arrive to do all configurations)

Price: $79,900

Note: Time and Material included in the price. If you have any questions, please contact me at the number above. This proposal is valid for 30 days.
Omits: Carpentry, Gas, Electrical, Hers testing or any other labor, material, or equipment not listed in the above scope of work.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6313, A Resolution of the City Council of the City of Soledad Approving Amendment No.1 to a Contract with Townsend Public Affairs, Inc. in an Amount not to Exceed $60,000 and Related FY 25/26 Budget Amendment in the Amount of $30,000**

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

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6313, "Approving Amendment No.1 to a Contract with Townsend Public Affairs, Inc. in an Amount not to Exceed $60,000 and Related FY 25/26 Budget Amendment in the Amount of $30,000".

Executive Summary

Since 2022, the City has contracted with Townsend Public Affairs, Inc. to provide legislative advocacy and grant funding services. During the 25/26 Fiscal Year, staff evaluated potential cost-saving measures and considered revising the contract to remove the grant-related services. However, discussions with Townsend indicated that eliminating these services would result in only a modest savings of approximately $12,000. Given the significant value the City receives from grant support, staff determined it was in the City's best interest to retain the full scope of services.

While the contract review was underway, the City entered into a $30,000 agreement with Townsend Public Affairs for a six-month term ending December 31, 2025. Staff now recommends amending the contract to add $30,000 for an additional six-month extension through June 30, 2026. This amendment will require a $30,000 budget adjustment to the Community Engagement Department, to be funded from reserves. However, due to projected salary savings, it is likely that reserve funds will not ultimately be needed to cover this cost.

Background

In 2022, the City solicited proposals for legislative advocacy and grant writing services, receiving submissions from California Consulting and Townsend Public Affairs, Inc. ("Townsend"). After evaluating both proposals, staff determined that Townsend provided the most cost-effective and comprehensive option. The City Council subsequently approved Resolution No. 5873 on September 21,

2022, authorizing a one-year agreement with Townsend. The agreement was executed on December 1, 2022, and remained in effect from December 15, 2022, through December 31, 2023.

On March 7, 2024, Townsend notified the City that the contract had expired on December 31, 2023. The City Manager had believed the agreement extended through June 30, 2024, based on the $60,000 included in the FY 2023–24 budget for these services. As a result, the City Council approved a new contract on March 20, 2024, followed by another annual contract in FY 2024–25.

For FY 2025–26, the City Manager approved a shorter six-month contract for $30,000 while evaluating whether cost savings could be achieved by removing grant writing services. After determining that the potential savings would be only $12,000, the City Manager is recommending extending the contract in its current form for an additional six months at a cost of $30,000. Because this additional amount was not included in the FY 2025–26 budget, a budget amendment will be required.

Review & Analysis

Staff has been actively working with Townsend on a wide range of legislative and grant-related initiatives. In 2025, the City adopted its annual legislative platform and submitted 20 advocacy letters. Townsend has consistently kept the City informed on key state legislation and, through coordination with Congresswoman Zoe Lofgren's office, helped secure a $250,000 federal earmark expected to be available in the upcoming year.

Townsend has also provided substantial support on multiple grant applications. Notably, they drafted and assisted with submissions for the Caltrans Clean California Cycle 3 Grant, Caltrans Sustainable Transportation Planning Grant, Assistance to Firefighters Grant, Staffing for Adequate Fire and Emergency Response (SAFER) Grant, Whale Tail Grant, and the USDA Rural Business Development Grant.

Under the proposed extension, Townsend would continue to provide services at the current rate of $5,000 per month, which includes:

Description of Services - Legislative Advocacy and Grant Writing

- Develop and implement a legislative strategy
- Build, strengthen, and leverage key relationships
- Coordinate advocacy trips
- Track legislation and craft testimony and position letters
- Draft bill language and identify state budget funding opportunities
- Provide progress reports and file lobbying disclosure reports
- Develop strategic funding plans
- Identify, research, and monitor grant opportunities
- Prepare full grant applications, including project background, technical details, written proposals, and final submissions
- Conduct funding advocacy, post-submittal follow-up, and post-award grant administration and compliance
- Provide comprehensive follow-up on unsuccessful applications

Staff recommends that the City Council approve a six-month extension of the Townsend contract through June 30, 2026, adding $30,000 for a total not-to-exceed amount of $60,000. During this period, the City Manager and the Community Engagement Team will evaluate the quality and effectiveness of Townsend's services, including the outcomes of pending grant applications. At the end of the fiscal

year, staff will assess whether to continue with Townsend or pursue a different vendor, with a recommendation to be provided prior to the FY 2026–27 budget cycle.

Financial Considerations

The proposed amendment would add $30,000 to the existing contract, for a total not-to-exceed amount of $60,000 through June 30, 2026. Because the additional $30,000 was not included in the FY 2025–26 budget, a budget amendment will be required, with funding identified from reserves.

However, the City is still in the midst of the current budget cycle, and it is not yet clear whether reserve funds will ultimately be needed. The Community Engagement Division has been without a Community Engagement Manager for more than five months, and resulting salary savings may offset some or all of the proposed contract increase. Until the savings can be fully calculated, staff is assuming that reserves will be the funding source.

Alternatives

- Approve the Resolution as recommended.
- Do not adopt the proposed Resolution. This alternative is not recommended as Townsend continues to provide critical legislative and grant writing support.

Planning/CEQA

The proposed MOU is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378) because the matter does not cause a direct or foreseeable indirect physical change on or in the environment. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6313
Exhibit A
Attachment 1

RESOLUTION NO. 6313

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AMENDMENT NO. 1 TO THE CONTRACT WITH TOWNSEND PUBLIC AFFAIRS, INC., IN AN AMOUNT NOT TO EXCEED $60,000 AND APPROVING A RELATED FY 2025–26 BUDGET AMENDMENT IN THE AMOUNT OF $30,000

WHEREAS, in 2022 the City of Soledad solicited proposals for legislative advocacy and grant writing services and received submissions from California Consulting and Townsend Public Affairs, Inc. ("Townsend"); and

WHEREAS, after reviewing the proposals, the City Council approved Resolution No. 5873 on September 21, 2022, authorizing a one-year agreement with Townsend for legislative and grant funding services; and

WHEREAS, the initial agreement with Townsend was executed on December 1, 2022, and remained in effect from December 15, 2022, through December 31, 2023; and

WHEREAS, upon learning that the contract had expired on December 31, 2023, the City Council approved a new agreement with Townsend on March 20, 2024, followed by another annual contract in FY 2024–25; and

WHEREAS, for FY 2025–26, the City Manager approved a six-month contract with Townsend in the amount of $30,000 while assessing potential cost savings associated with reducing the scope of services; and

WHEREAS, staff determined that removing grant writing services would only reduce costs by approximately $12,000 and that maintaining the full scope of services remains in the best interest of the City; and

WHEREAS, Townsend has provided ongoing valuable support to the City, including the coordination of legislative advocacy efforts, monitoring of state and federal legislation, and preparation and submittal of competitive grant applications; and

WHEREAS, extending the contract for an additional six months, through June 30, 2026, at an additional cost of $30,000, resulting in a total not-to-exceed amount of $60,000, is necessary to continue benefiting from these essential services; and

WHEREAS, the additional $30,000 was not included in the FY 2025–26 budget and therefore requires a budget amendment, to be temporarily funded from reserves until salary savings can be confirmed; and

WHEREAS, this action is not considered a "project" under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15378, as it does not result in a direct or reasonably foreseeable indirect physical change in the environment. Any future discretionary

actions resulting from this approval will be evaluated for CEQA applicability at the appropriate time.

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NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that Amendment No. 1 with Townsend Public Affairs, Inc. extending the term to June 30, 2026 in an amount not-to-exceed $60,000, a copy of which is attached hereto as **Exhibit A,** and by this reference incorporated herein, is hereby approved, and the City Manager is authorized and directed to execute the same on behalf of the City.

BE IT FURTHER RESOLVED that the City Council authorizes a FY 2025–26 budget amendment in the amount of $30,000 to the Community Engagement Department budget, to be funded from reserves unless offset by salary savings identified later in the fiscal year.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 17th day of December 2025 by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M. VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Clerk

December 17, 2025

CONTRACT AMENDMENT NUMBER 1
TO THE CONTRACT TITLED:

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND TOWNSEND PUBLIC AFFAIRS, INC

On June 30, 2025, the City Manager executed a six-month contract in the amount not to exceed $30,000 with Townsend Public Affairs, Inc. During the 25/26 Fiscal Year, staff evaluated potential cost-saving measures and considered revising the contract to remove the grant-related services. However, discussions with Townsend indicated that eliminating these services would result in only a modest savings of approximately $12,000. Given the significant value the City receives from grant support, staff determined it was in the City's best interest to retain the full scope of services.

The City Council of the City of Soledad adopted Resolution No. 6313, "Approving Amendment No.1 to a Contract with Townsend Public Affairs, Inc. in an Amount not to Exceed $60,000 and Related FY 25/26 Budget Amendment in the Amount of $30,000". The Resolution also authorizes the City Manager to execute said amendment on behalf of the City.

By this Amendment:

The Consulting Services Agreement between the City of Soledad and Townsend Public Affairs, Inc., dated June 30, 2025, is amended to:

1. **Term Extension.** The term of the Agreement is extended through **June 30, 2026**.

2. **Compensation.** The total compensation authorized under the Agreement is increased by **$30,000**, for a new not-to-exceed amount of $60,000.

3. **No Other Changes.** Except as expressly amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

Megan Hunter, City Manager City of Soledad	Christopher Townsend, President Townsend Public Affairs, Inc.

CONTRACT FOR CONSULTANT SERVICES

THIS CONTRACT FOR CONSULTANT SERVICES ("Contract") is made and entered into as of this 1st day of July 2025, by and between City of Soledad, a municipal government ("Client"), and Townsend Public Affairs, Inc., a California corporation ("Consultant"). For valuable consideration, Client and Consultant agree:

1. Term.
This Contract is effective as of the date above. The terms and conditions of this Contract shall remain in full force for the period set forth in Exhibit "A."

2. Services.
Consultant will, in accordance with the terms of this Contract, perform the services described in Exhibit "A," ("Services").

3. Fees.
Client agrees to pay Consultant for the Services in accordance with the provisions of the Fee Schedule set forth in Exhibit "A." The Consultant will submit a monthly invoice to Client reflecting the fee and including any expenses incurred for such month. Client shall pay each billing within thirty (30) days of receipt thereof.

4. Expenses.
Subject to prior written authorization, Client shall reimburse Consultant for all itemized expenses with third party vendors incurred while providing Services as defined herein on behalf of Client. Such expenses shall be billed to the Client on a monthly basis and reimbursement thereof will be due upon receipt.

5. Laws, Rules and Regulations.
Consultant shall perform the Services in accordance with all applicable local, state and federal laws and regulations, exercising the standard of care applicable to Consultant's profession.

6. Lobbyist Registration
As a lobbyist employer, Client is required to file a Form 602 with the California Secretary of State and a quarterly Form 635. Consultant will prepare all forms for Client's signature and will file the forms on your behalf of Client.

7. No Condition to Payment.
It is the intention of the parties to this Contract that the Services rendered hereunder and the payments made hereunder are not in any way contingent upon the achievement of any specific result including, without limitation, the defeat or enactment of any legislative or administrative proposal. Consultant does not guarantee, represent or warrant any specific results in connection with the provision of Services. The parties hereto agree that such sums as are paid pursuant to this Contract shall be deemed to be the reasonable value of Services rendered hereunder.

8. Independent Contractor.
Client confirms to Consultant that the Services provided by Consultant to Client hereunder are not of a type performed by Client on its own behalf and are not within the scope of Client's usual business. It is the intention of the parties to this Contract that the Services rendered hereunder shall be so rendered by Consultant as an independent contractor and not as an employee, agent, joint venturer or partner of Client. Nothing in this Contract shall be

interpreted or construed as creating or establishing the relationship of employer and employee between Client and Consultant or any employee or agent of Consultant. Consultant's performance of the Services shall not be subject to the control and direction of Client. Both parties acknowledge that Consultant is not an employee for state or federal tax purposes. Consultant fully retains the right to contract with and perform services for other parties during the entire term hereof.

9. Work Product
Any tangible work product that is developed by Consultant shall be the property of the Client.

10. Confidentiality.
Consultant agrees to maintain the confidentiality of files or other information it is provided or develops during the course of its work for Client. It is understood, however, that disclosure of certain information provided by Client may be necessary or appropriate in the course of its representation of Client. Such disclosures shall be made upon consultation with Client or Client's designated representative and with written consent from the Client

11. Termination.
This Contract may be terminated by either party upon thirty (30) days written notice to the other party specifying desired date of termination.

12. Contract Modifications.
Client and Consultant agree that the terms and conditions of this Contract shall constitute the entire agreement between the parties signatory hereto as to the matters set forth herein. Client and Consultant may modify the terms of this Contract only by executing a written Contract Addendum, which shall reference this Contract and shall be executed by the parties' signatory hereto.

13. Attorneys Fees.
Client and Consultant agree that the prevailing party in any dispute under this Contract shall be entitled to an award of attorneys' fees and costs as ordered by a court of competent jurisdiction.

14. Certification of Non-Discrimination.
By signing this Contract, Consultant certifies that it does not discriminate in hiring on the basis of race, color, creed, religion, sex, age, marital status, national origin, ancestry, physical handicap or medical conditions.

15. Notice.
Notice and written communications sent by one party to the other shall be personally delivered or sent by U.S. Mail, postage prepaid, to the following addresses:

To Client:	City of Soledad Attention: Megan Hunter, City Manager 248 Main Street Soledad, CA 93960
To Consultant:	Townsend Public Affairs, Inc. Attention: Christopher Townsend, President 1401 Dove Street, Ste. 430 Newport Beach, CA 92660

16. Execution.
The representatives of Client and Consultant warrant that they have authority to sign on behalf of and bind their principals and have caused this Contract to be duly executed the day and year first above written.

"CONSULTANT"

TOWNSEND PUBLIC AFFAIRS, INC.,
a California corporation

By: _____

Name: Christopher Townsend

Title: President

"CLIENT"

CITY OF SOLEDAD
a municipal government

By: _____ 6/30/25

Name: Megan Hunter

Title: City Manager

EXHIBIT "A"
TO
CONTRACT FOR CONSULTANT SERVICES

TERM:	July 1, 2025 through December 31, 2025
FEE SCHEDULE:	$5,000 per month
SERVICES:	Legislative Advocacy and Grant Funding Services Please see a full description of services in the Addendum to Exhibit "A".

Client Initials _____

Consultant Initials _____

ADDENDUM
TO
EXHIBIT "A"

The Services provided pursuant to the terms of the Contract for Consultant Services are the following:

DESCRIPTION OF SERVICES	FEE
Legislative Advocacy and Grant Funding Services	**$5,000 Per Month***
State Legislative Advocacy	
• Conduct Detailed Orientation	Included
• Develop Legislative Strategy	Included
• Implement the Legislative Strategy	Included
• Build and Strengthen Relevant Relationships	Included
• Leverage Relationships for Strategic Advocacy Plan	Included
• Coordinate Advocacy Trips	Included
• Track Legislation	Included
• Craft Testimony and Position Letters	Included
• Draft Bill Language	Included
• State Budget Funding Opportunities	Included
• Provide Progress Reports	Included
• Prepare and File Lobbying Disclosure Reports	Included
Grant Funding	
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
**The monthly fee includes all reasonable business and travel expenses*	

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6314, A Resolution of the City Council of the City of Soledad Approving a Cost-of-Living Salary Adjustment (COLA) for the Public Works Director Position Effective January 3, 2026**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad adopt Resolution No.6314, "Approving a Cost-of-Living Salary Adjustment (COLA) for the Public Works Director Position Effective January 3, 2026".

Executive Summary

In March 2025, the City Council approved an 8.78% salary adjustment to the Public Works Director position, with the understanding that the Cost-of-Living Adjustment (COLA) would be deferred until January 2026. Staff is bringing this item back before the City Council for its consideration and approval, consistent with the direction provided in March 2025.

Background

Historically, the City Council has approved Cost-of-Living Adjustments (COLA) for certain executive management positions consistent with the adjustments provided to the Soledad Police Officers Association (SPOA) and the Service Employees International Union (SEIU) Local 521 Mid-Management Unit and General Unit, effective the first full pay period following Council approval of the budget.

In July 2025, the City Council approved a three and one-quarter percent (3.25%) COLA for the Police Chief and the Directors of Community and Economic Development, Information Technology, and Parks and Recreation.

The Public Works Director was not included in this COLA adjustment because, at a prior City Council meeting on March 5, 2025, the Council approved Resolution No. 6205, which granted an 8.78% salary adjustment for that position consistent with the compensation of Public Works Directors/City Engineers in other jurisdictions. At the time of approval, the City Council deferred further consideration of a

COLA for the Public Works Director until January 2026.

Review & Analysis

The one-time compensation adjustment for the Public Works Director/City Engineer was recommended in March 2025 to ensure the position remained competitive with comparable roles in the region. The City recognized that recruiting and retaining a Public Works Director who also holds a City Engineer license has become increasingly difficult due to the limited number of qualified engineers in the workforce. Additionally, the position in the City of Soledad carries unique challenges, as Soledad is the only South County city operating a tertiary wastewater treatment facility. These factors justified the one-time increase, which the City Council approved. However, because this adjustment exceeded the typical cost-of-living increase (COLA) provided to other executive positions in July, the City Council directed that the COLA for this position be deferred until January 2026.

Consistent with the direction provided by the City Council in March 2025, Staff is recommending approval of a COLA of three and one-quarter percent (3.25%) for the Public Works Director effective January 3, 2026, which is the beginning of the first pay period following this approval.

Financial Considerations

The cost of the COLA for the Public Works Director is approximately $8,135 on an annual basis and $4,067.50 for the remainder of the FY 2025-26 budget. A budget amendment is not necessary since salary increases have already been budgeted for the FY 2025-26 budget.

Alternatives

- Adopt the Resolution; or
- Modify the Resolution; or
- Do not adopt the Resolution.

Planning/CEQA

The approval of the COLA for the Public Works Director position is not considered a project for the purposes of CEQA since it has no potential for resulting in either a direct or indirect impact to the environment. (See CEQA Guidelines Section 15378.)

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6314
Exhibit A

RESOLUTION NO. 6314

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A COST-OF-LIVING SALARY ADJUSTMENT (COLA) FOR THE PUBLIC WORKS DIRECTOR POSITION EFFECTIVE JANUARY 3, 2026

WHEREAS, in March 2025, the City Council approved a one-time salary adjustment of 8.78% to the Public Works Director/City Engineer position to ensure the position remained competitive with comparable roles in the region; and

WHEREAS, the City Council in approving this increase recognized that retaining a Public Works Director who also holds a City Engineer license has become increasingly difficult due to the limited number of qualified engineers in the workforce, and further acknowledged that the position in the City of Soledad carries unique operational challenges, including responsibility for the only tertiary wastewater treatment facility operated by a South County city; and

WHEREAS, historically, the City Council approves a Cost-of-Living Salary Adjustment (COLA) for certain executive management positions consistent with the adjustment provided to the Soledad Police Officers Association (SPOA) and the Service Employees International Union (SEIU) Local 521 Mid-Management Unit and General Unit in July; and

WHEREAS, the one-time adjustment approved for the Public Works Director in March 2025 exceeded the 3.25% Cost-of-Living Salary Adjustment (COLA) provided to other executive management positions, and therefore the City Council directed that consideration of any COLA for this position be deferred until January 2026; and

WHEREAS, consistent with this guidance, approval of a Cost-of-Living Salary Adjustment of three and one-quarter percent (3.25%) for the Public Works Director, effective the first full pay period in January 2026, is recommended; and

WHEREAS, the new salary schedule for the Public Works Director position will be reflected in Amendment No. 2 of the FY 25/26 Classification and Compensation Plan.

NOW THEREFORE, BE IT HEREBY RESOLVED, that the City Council of the City of Soledad hereby approves a three and one-quarter percent (3.25%) Cost-of-Living Salary Adjustment for the Public Works Director position, in the manner set forth in the document attached hereto as **"Exhibit A"** and incorporated herein by reference, and further ratifies any and all actions taken to implement said approval from the effective date of January 3, 2026.

PASSED AND ADOPTED at a regular meeting duly held on the 17th day of December 2025, 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

Approved with FY 2025/26 Budget - 6/18/25
Reso. No. 6245/ SA-2025-01

Amendment No. 1 - Reso. No. 6304 - 2026 Minimum wage increase.

Amendment No. 2 - Reso. No. xxxx

EXHIBIT "A"

Section One of Classification and Compensation Plan
SUMMARY OF JOB CLASSIFICATIONS AND SALARY SCHEDULE

Classification	FLSA Exempt Status	See Footnote	Salary Range	Salary Schedule	FOUR AND ONE-HALF PERCENT STEP ADVANCEMENT MONTHLY SALARY Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	# Auth. Positions
ELECTED OFFICIAL													
Mayor and City Council	N/A		N/A	N/A	Mayor: $1,050/month and City Council: $950/month								5.00
COUNCIL ELECTED OFFICIAL													
Planning Commission	N/A		N/A	N/A	$150/meeting								5.00
TRANSACTIONS AND USE TAX OVERSIGHT COMMITTEE													
Committee Member	N/A	(3)	N/A	N/A	$50/meeting								7.00
EXECUTIVE MANAGEMENT GROUP (EM)													
City Manager	Exempt	(4)	N/A	N/A	$20,581.166/month								1.00
Director of Information Technology	Exempt	(1)	78	EM	$11,411.27	$11,924.78	$12,461.40	$13,022.16	$13,608.16				0.00
Parks and Recreation Director	Exempt	(1)	78	EM	$11,411.27	$11,924.78	$12,461.40	$13,022.16	$13,608.16				1.00
Community & Economic Development Director	Exempt	(1)	91	EM	$13,463.18	$14,069.02	$14,702.13	$15,363.73	$16,055.09				1.00
Public Works Director	*Exempt*	*(8)*	*96*	*EM*	*$14,185.47*	*$14,823.81*	*$15,490.88*	*$16,187.97*	*$16,916.43*				*1.00*
Police Chief	Exempt	(1)	86	EM	$15,235.36	$15,920.95	$16,637.40	$17,386.08	$18,168.45				1.00
UNREPRESENTED CONFIDENTIAL GROUP (CF)													
Administrative Assistant (Confidential)		(1)	52	CF	$5,065.08	$5,293.01	$5,531.20	$5,780.10	$6,040.20				0.80
Police Administrative Services Manager	Exempt	(1)	55	CF	$6,423.76	$6,712.83	$7,014.91	$7,330.58	$7,660.46				1.00
Executive Assistant to the City Manager		(1)	58	CF	$6,913.57	$7,224.68	$7,549.80	$7,889.54	$8,244.57				1.00
Management Analyst	Exempt	(1)	62	MM	$8,011.19	$8,371.69	$8,748.42	$9,142.09	$9,553.49				3.00
Human Resources Manager	Exempt	(1)	70	CF	$8,690.82	$9,081.91	$9,490.60	$9,917.67	$10,363.97				1.00
Information Technology Manager	Exempt	(5)	70	CF	$8,690.82	$9,081.91	$9,490.60	$9,917.67	$10,363.97				1.00
Community Engagement Manager	Exempt	(1)	70	CF	$8,690.82	$9,081.91	$9,490.60	$9,917.67	$10,363.97				1.00
Public Works Manager	Exempt	(1)	71	CF	$9,874.25	$10,318.59	$10,782.93	$11,268.16	$11,775.23				2.00
Water Resources Manager	Exempt	(1)	88	CF	$12,189.72	$12,738.26	$13,311.48	$13,910.50	$14,536.47				1.00
Police Lieutenant	Exempt	(1)	90	CF	$12,314.26	$12,868.40	$13,447.48	$14,052.61	$14,684.98				1.00
Deputy Police Chief	Exempt	(1)	83	CF	$12,718.61	$13,290.95	$13,889.04	$14,514.05	$15,167.18				1.00
PROFESSIONAL/MID-MGMT (MM)													
Police Records Supervisor		(1)	47	MM	$5,554.54	$5,804.49	$6,065.69	$6,338.65	$6,623.89				1.00
Property and Evidence Supervisor		(1)	47	MM	$5,554.54	$5,804.49	$6,065.69	$6,338.65	$6,623.89				1.00
Information Technology Technician		(1)	47	MM	$5,554.54	$5,804.49	$6,065.69	$6,338.65	$6,623.89				1.00
Economic Development Coordinator	Exempt	(1)	52	MM	$6,276.97	$6,549.06	$6,854.61	$7,163.07	$7,485.41				1.00
Community Engagement Coordinator	Exempt	(1)	52	MM	$6,276.97	$6,549.06	$6,854.61	$7,163.07	$7,485.41				1.00
Homeless Services Coordinator (Grant-Funded through 6/30/27)	Exempt	(1)	52	MM	$6,276.97	$6,549.06	$6,854.61	$7,163.07	$7,485.41				**
Associate Planner	Exempt	(1)	52	MM	$6,276.97	$6,549.06	$6,854.61	$7,163.07	$7,485.41				1.00
Recreation Supervisor	Exempt	(1)	55	MM	$6,300.24	$6,583.75	$6,880.02	$7,189.62	$7,513.16				1.00
Assistant Engineer		(1)	66	MM	$6,852.97	$7,161.36	$7,483.62	$7,820.38	$8,172.30				1.00
Utility Maintenance Supervisor		(1)	59	MM	$7,443.61	$7,778.57	$8,128.61	$8,494.40	$8,876.65				1.00
Wastewater Collections System Supervisor		(1)	59	MM	$7,443.61	$7,778.57	$8,128.61	$8,494.40	$8,876.65				1.00
Water Reclamation Shift Supervisor		(1)	59	MM	$7,443.61	$7,778.57	$8,128.61	$8,494.40	$8,876.65				2.00
Senior Planner	Exempt	(1)	67	MM	$8,036.29	$8,397.92	$8,775.83	$9,170.74	$9,583.43				**
Engineering Project Manager	Exempt	(6)	67	MM	$8,036.29	$8,397.92	$8,775.83	$9,170.74	$9,583.43				1.00
Associate Civil Engineer	Exempt	(1)	78	MM	$9,183.64	$9,596.90	$10,028.76	$10,480.06	$10,951.66				0.00
Water Reclamation Chief Plant Operator	Exempt	(1)	72	MM	$9,541.03	$9,970.38	$10,419.05	$10,887.91	$11,377.86				1.00

Approved with FY 2025/26 Budget - 6/18/25
Reso. No. 6245/ SA-2025-01

Amendment No. 1 - Reso. No. 6304 - 2026 Minimum wage increase.

Amendment No. 2 - Reso. No. xxxx

EXHIBIT "A"

Section One of Classification and Compensation Plan
SUMMARY OF JOB CLASSIFICATIONS AND SALARY SCHEDULE

Classification	FLSA Exempt Status	See Footnote	Salary Range	Salary Schedule	FOUR AND ONE-HALF PERCENT STEP ADVANCEMENT MONTHLY SALARY Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	# Auth. Positions
CLASSIFIED (CL)													
Maintenance Worker		(1)	38	CL	$4,703.29	$4,914.94	$5,136.11	$5,367.24	$5,608.76				7.00
Customer Service Utility Billing Technician		(1)	39	CL	$4,818.01	$5,034.82	$5,261.38	$5,498.15	$5,745.56				2.00
Administrative Assistant		(1)	39	CL	$4,818.01	$5,034.82	$5,261.38	$5,498.15	$5,745.56				1.00
Recreation Program Coordinator		(1)	39	CL	$4,818.01	$5,034.82	$5,261.38	$5,498.15	$5,745.56				2.00
Senior Maintenance Worker		(1)	41	CL	$5,058.91	$5,286.56	$5,524.45	$5,773.05	$6,032.84				1.00
Mechanic/Maintenance Worker		(1)	43	CL	$5,311.85	$5,550.89	$5,800.68	$6,061.71	$6,334.48				1.00
Community Services Officer		(1)	46	CL	$5,334.71	$5,574.78	$5,825.64	$6,087.80	$6,361.75				3.00
Victim Assistance Advocate		(1)	46	CL	$5,334.71	$5,574.78	$5,825.64	$6,087.80	$6,361.75				1.00
~~Building Permit Technician~~		(1)	~~48~~	~~CL~~	~~$5,331.67~~	~~$5,571.59~~	~~$5,822.32~~	~~$6,084.32~~	~~$6,358.11~~				~~0.00~~
Development Services Technician		(1)	48	CL	$5,331.67	$5,571.59	$5,822.32	$6,084.32	$6,358.11				2.00
Utility Maintenance Mechanic		(1)	49	CL	$5,738.07	$5,996.28	$6,266.12	$6,548.09	$6,842.76				2.00
Fleet Mechanic		(1)	50	CL	$5,766.20	$6,025.68	$6,296.83	$6,580.19	$6,876.30				1.00
Electrician		(1)	51	CL	$6,456.59	$6,747.14	$7,050.76	$7,368.04	$7,699.60				1.00
Senior Utility Maintenance Mechanic		(1)	51	CL	$6,456.59	$6,747.14	$7,050.76	$7,368.04	$7,699.60				1.00
Water Systems Operator		(1)	51	CL	$6,456.59	$6,747.14	$7,050.76	$7,368.04	$7,699.60				4.00
Executive Assistant		(1)	53	CL	$6,202.18	$6,481.28	$6,772.94	$7,077.72	$7,396.22				1.00
Water Reclamation Operator-In-Training		(1)	38	CL	$4,703.29	$4,914.94	$5,136.11	$5,367.24	$5,608.76				6.00
Water Reclamation Operator I		(1)	45	CL	$5,577.44	$5,828.43	$6,090.71	$6,364.79	$6,651.21				
Water Reclamation Operator II		(1)	51	CL	$6,456.59	$6,747.14	$7,050.76	$7,368.04	$7,699.60				
POLICE SERGEANT (PS)													
Police Sergeant*		(2)	59	PS	$10,018.71	$10,469.56	$10,940.68	$11,433.02	$11,947.50	$12,485.14	$13,046.97	$13,634.08	4.00
POLICE OFFICER (PO)													
Police Officer		(2)	45	PO	$7,289.52	$7,617.55	$7,960.34	$8,318.55	$8,692.89				13.00
Police Officer II*		(2)	45	PO	$7,289.52	$7,617.55	$7,960.34	$8,318.55	$8,692.89	$9,084.07	$9,492.85	$9,920.03	
SEASONAL/PART-TIME (HOURLY RATE)													
Police Cadet - Trainee					$27.00								
Intern/Youth Commissioner		(7)			$16.90	$17.66	$18.46	$19.29	$20.15				
Facility Custodial Lead					$18.00	$18.81	$19.66	$20.54	$21.47				
Recreation Instructor		(7)			$18.50	$19.33	$20.20	$21.11	$22.06				
Recreation Leader II		(7)			$17.40	$18.18	$19.00	$19.86	$20.75				
Recreation Leader I		(7)			$16.90	$17.66	$18.46	$19.29	$20.15				
Recreation Program Assistant					$20.00	$20.90	$21.84	$22.82	$23.85				
Program Instructor II					$24.00	$25.08	$26.21	$27.39	$28.62				
Program Instructor III					$27.00	$28.22	$29.48	$30.81	$32.20				
												Total Authorized Positions:	100.80
												Total FTEs:	85.8

Footnotes:

* Upon completion of Employee's 5th year of service in Police Officer or Police Sergeant classification, Employee will be eligible to receive 3 future step increases

(1) Pursuant to Resolution No. 6245/ SA-2025-01, effective 7/5/25, three and one-quarter percent (3.25%) COLA increase for certain Executive Management classifications, Unrepresented and Confidential classifications, Professional/Mid-Management Unit classifications, and General Unit classification.

(2) Pursuant to Resolution No. 6245/ SA-2025-01, effective 7/5/25, three and one-half percent (3.5%) COLA increase for Police Sergeant and Police Officer classifications.

(3) Pursuant to Resolution No. 6141, Council approved compensation for the City of Soledad Transactions and Use Tax Oversight Committee in the amount of fifty dollars ($50) for each committee meeting attended.

(4) Pursuant to Resolution No. 6275, Council approved compensation for City Manager retroactive to 5/15/25.

(5) Pursuant to Resolution No. 6282, Council approved Information Technology Manager classification and Salary Range. Director of Information Technology to remain unfunded.

(6) Pursuant to Resolution No. 6282, Council approved reclassifying one (1) Assistant Engineer position to Engineering Project Manager.

(7) Pursuant to Resolution No. 6304, Council approved 2026 minimum wage increase.

(8) Pursuant to Resolution No. XXXX, effective 1/3/26, three and one-quarter percent (3.25%) COLA increase for Public Works Director position.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6317, A Resolution of the City Council of the City of Soledad Approving the List of City-Sponsored Events for Calendar Year 2026 and Authorizing Associated In-Kind Services and Street Closures**

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

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6317, " Approving the List of City-Sponsored Events for Calendar Year 2026 and Authorizing Associated In-Kind Services and Street Closures".

Executive Summary

Staff is requesting City Council approval of a consolidated list of City-sponsored events for the 2026 calendar year, including events requiring in-kind services and street closures. Currently, each event is brought to Council individually, which results in multiple staff reports, added workload, and longer Council agendas despite most events being long-standing and already budgeted. All City-sponsored events undergo a thorough internal review involving multiple departments. Approving an annual list will streamline planning, improve resource management, and ensure transparency while allowing staff to administer the technical details of each event. Events not included on the list, including those led by private entities, will continue to return to the Council for separate consideration. Staff recommends adopting the resolution to support efficient scheduling and management of the City's 2026 events.

Background

Each year, staff seeks City Council approval for City-sponsored events on a case-by-case basis. This approach requires multiple staff reports and resolutions and contributes to lengthy Council agendas, even though many of these events are long-standing traditions already accounted for in the annual budget.

Before any event is presented to the City Council, City-sponsored events undergo an internal, multi-departmental review involving Community and Economic Development, Public Works, Fire, and Police. For events held in parks, the Parks and Recreation Department also participates in the review.

Historically, the City has brought each event requiring a street closure or substantial in-kind services to the City Council for approval, even when the City is the sponsoring agency and all required documentation—insurance, vendor permits, business licenses—has already been fully verified. Staff also provides advance notice to nearby businesses and residents at least three days prior to any planned street closure.

Temporary Use Permit

Under Soledad Municipal Code Section 17.42.015, a Temporary Use Permit (TUP) is required for activities such as street closures, farmers markets, or craft shows occurring no more than four days per month on public or private property within appropriately zoned commercial areas, and only after all other necessary approvals have been obtained.

After Council approval, staff processes TUPs ministerially for events involving street closures.
The Municipal Code further requires that, for City co-sponsored events involving non-profit organizations requesting in-kind City services:

a. All fee waiver requests must be reviewed and determined by the City Council; and
b. Events requesting the use of City staff or equipment for in-kind services must also be reviewed and determined by the City Council.

Because many City-sponsored events—even those without street closures—require significant staff resources, staff routinely seeks Council approval for larger events to ensure transparency, proper authorization, and alignment with available capacity.

Accordingly, staff requests that the City Council adopt a resolution approving the in-kind services and, where applicable, the street closures associated with the events listed for the 2026 calendar year. Staff further recommends approval of the full slate of City-sponsored events, regardless of whether a street closure is required.

Review & Analysis

By approving a single list of City-sponsored events at the beginning of each calendar year, the Council can clearly articulate which events it supports and identify any events for which the City lacks the necessary capacity. This approach improves long-range planning, reduces staff time spent returning to Council for routine approvals, and allows for better budget and resource management.

To compile the proposed list, staff identified events that typically require significant coordination across multiple departments and that provide a clear community benefit. These events are either long-standing traditions or have been affirmatively identified by the City Council as important for City sponsorship.

The list includes events where the City is the primary lead or a co-sponsor playing a substantial role. Department-specific events—such as Copsgiving Tree or Superhero Day—are not included, as these events fall within each department's regular programming and are already accounted for in department budgets.

Events led by private entities, such as the Our Lady of Solitude Fiesta, and any City-sponsored events that require a street closure but are not included on this list, will continue to come before the City Council individually for consideration.

This process mirrors the Council's recent adoption of an annual list of proclamations and similarly

supports proactive planning and transparent expectations.

List of Proposed 2026 City-Sponsored Events (No Street Closures)
These events require in-kind support from multiple departments but do not involve street closures:

- State of the City (Early February – exact date TBD)
- Pride Flag Raising (Monday, June 1, 2026)
- September 11th Remembrance (Friday, September 11, 2026)
- POW/MIA Day (Friday, September 18, 2026)
- El Día de los Muertos (Monday, November 2, 2026)

List of Proposed 2026 City-Sponsored Events With Street Closures

- 4th of July Festivities (Saturday, July 4, 2026)
  Street closures: Streets surrounding Gallardo and Chester Aaroe Parks; Andalucía Drive from North Street to Ticino Street
- Hot Summer Days (July 11, 18, or 25, 2026 – final date TBD)
  Street closures: Front Street from West to East Streets; Main Street from Front to Monterey Streets
- Spookfest (Saturday, October 31, 2026)
  Street closure: Front Street from Encinal Street to Soledad Street
- Veterans Day Ceremony (Wednesday, November 11, 2026)
  Street closure: Soledad Street between Front and Monterey Streets, or Monterey Street between Main and Soledad Streets
- Christmas Tree Lighting Ceremony (Friday, December 4, 2026)
  Street closure: Front Street between Main and Soledad Streets
- Christmas Parade and Festivities (Saturday, December 5, 2026)
  Street closure: Front Street from West to East Streets

While a few event dates are still being finalized such as State of the City and Hot Summer Days, staff anticipates confirming these dates shortly. Approving the full calendar now will avoid the need to return to Council solely for minor date adjustments. Staff will continue to follow established procedures for reviewing applications, verifying insurance, planning security, and ensuring vendor compliance. Staff requests Council authorization to administer the technical details of each event while approving the event list and associated street closures as outlined above.

Financial Considerations

Only two remaining events for the current fiscal year, State of the City and the Pride Flag Raising, involve expenditures and both are already included in the approved budget. Moving forward, staff will track event-related expenses more precisely through a project-based accounting system beginning in FY 2026–27.

Based on prior tracking of overtime, supplies, insurance, permits, and other costs, the total annual expenditure for City-sponsored events ranges from $10,000 to $15,000. The City will continue to offset a portion of these costs through business sponsorships. Fundraising for the 4th of July festivities has already begun, and staff will pursue additional sponsorships earlier in the planning cycle to defray costs. By approving this slate of City-sponsored events, staff can ensure that they are incorporated in the FY 26/27 budget.

Alternatives

- Adopt the resolution as presented.

- Modify the resolution and adopt as amended.
- Deny the resolution and provide direction to staff.
  This option is not recommended, as returning to Council for each event adds approximately 40 hours of additional staff time, extends Council meetings, and delays critical event planning.

Planning/CEQA

The approval of the 2026 City-sponsored events and associated requests for the street closure, waiving of park fee, and in-kind services are considered exempt under the CEQA Guidelines Section 15304 (e) Class 4 Minor Alteration to Land as a minor temporary land use with minimal or no permanent effects on the environment.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6317

RESOLUTION NO. 6317

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE LIST OF CITY-SPONSORED EVENTS FOR CALENDAR YEAR 2026 AND AUTHORIZING ASSOCIATED IN-KIND SERVICES AND STREET CLOSURES

WHEREAS, the City of Soledad sponsors and co-sponsors a variety of community events each year, many of which are long-standing traditions already contemplated in the annual City budget; and

WHEREAS, the current practice of obtaining City Council approval for each event individually requires multiple staff reports and resolutions, contributes to longer Council agendas, and reduces administrative efficiency; and

WHEREAS, all City-sponsored events undergo a thorough internal review by Community and Economic Development, Public Works, Fire, Police, and, when applicable, Parks and Recreation, to ensure compliance with safety, operational, insurance, and permitting requirements; and

WHEREAS, Soledad Municipal Code Section 17.42.015 requires a Temporary Use Permit for activities such as street closures and further requires City Council approval for fee waivers and in-kind services associated with City-sponsored or co-sponsored events; and

WHEREAS, adopting an annual list of City-sponsored events will streamline planning, improve resource and budget management, ensure transparency, and allow staff to efficiently administer the technical details and logistical requirements of each event; and

WHEREAS, events not included on the annual list, particularly those led by private entities, will continue to be brought to the City Council individually for consideration as required by the Municipal Code; and

WHEREAS, the approval of these events and associated requests for the street closure, waiving of park fee, and in-kind services are considered exempt under the CEQA Guidelines Section 15304 (e) Class 4 Minor Alteration to Land as a minor temporary land use with minimal or no permanent effects on the environment.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Soledad hereby approves the following City-sponsored events for the 2026 calendar year, including authorization for staff to provide in-kind City services as needed:

1. ***CITY-SPONSORED EVENTS (NO STREET CLOSURES)***

   The following events require in-kind support from multiple departments but do not involve street closures:

   a. State of the City – Early February 2026 (exact date to be determined)
   b. Pride Flag Raising – Monday, June 1, 2026
   c. September 11th Remembrance – Friday, September 11, 2026

d. POW/MIA Day – Friday, September 18, 2026
e. El Día de los Muertos – Monday, November 2, 2026

2. CITY-SPONSORED EVENTS WITH STREET CLOSURES

The following events require both in-kind services and approval of street closures as described:

a. 4th of July Festivities – Saturday, July 4, 2026
Closures: Streets surrounding Gallardo and Chester Aaroe Parks; Andalucía Drive from North Street to Ticino Street
b. Hot Summer Days – July 11, 18, or 25, 2026 (final date TBD)
Closures: Front Street from West to East Streets; Main Street from Front to Monterey Streets
c. Spookfest – Saturday, October 31, 2026
Closure: Front Street from Encinal Street to Soledad Street
d. Veterans Day Ceremony – Wednesday, November 11, 2026
Closure: Soledad Street between Front and Monterey Streets, or Monterey Street between Main and Soledad Streets
e. Christmas Tree Lighting Ceremony – Friday, December 4, 2026
Closure: Front Street between Main and Soledad Streets
f. Christmas Parade and Festivities – Saturday, December 5, 2026
Closure: Front Street from West to East Streets

BE IT FURTHER RESOLVED that staff is authorized to administer all technical and logistical details associated with these events, including but not limited to permit processing, insurance verification, vendor compliance, public safety planning, and advance notification to affected residents and businesses; and

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 17th day of December 2025, by the following vote:

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSENT, Councilmembers:

ABSTAIN, Councilmembers:

_____
ANNA M VELAZQUEZ, Mayor

ATTEST:

_____
MEGAN HUNTER, City Manager

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6316, A Resolution of the City Council of the City of Soledad Approving the Updated Parks and Recreation Fee Schedule for Fiscal Year 2025-2026**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6316, "Approving the Updated Parks and Recreation Fee Schedule for Fiscal Year 2025-2026".

Executive Summary

The Parks and Recreation Department recommends that the City Council review and approve the updated fee schedule to support the continued sustainability of programs and facility operations. The department has not made significant fee adjustments since its establishment in 2021, even as operating costs have risen each year. These increases include higher minimum wage requirements, rising supply and material costs, utility rate hikes, and contracted service adjustments.

The updated fees represent modest, carefully considered changes intended to maintain affordability and accessibility while ensuring the department can continue to provide high-quality, well-staffed programs and safe, accessible facilities

Background

Since opening in 2021, the Parks and Recreation Department has expanded its programming, staffing, and facility operations substantially. Over the same period, the following cost drivers have steadily increased:

- Minimum wage increases annually, with another scheduled for January 2026.
- Supply and material cost increases affecting youth sports equipment, art supplies, safety materials, and maintenance items.
- Rising utility costs, including water, electricity, and gas for community facilities.
- Contracted services, including instructors, referees, performers, and maintenance vendors.

Despite these increases, the department has held fees steady for five years. The current fee structure for memberships, facility rentals, and field use has remained unchanged throughout this period. These rates no longer reflect the rising costs of facility operations, utilities, and staffing support, which places additional pressure on the General Fund and Measure S revenue. Program registration fees are managed separately and adjusted as needed to meet program-specific requirements and market conditions.

Review & Analysis

The Department conducted a review of existing fees against operational expenses, market comparisons, and cost-of-service needs. The proposed updates are intentionally modest and have been implemented with accessibility to the community in mind, while still remaining below area and industry averages.

Guiding principles for the update included:

- Affordability: Rates remain competitive within the region and accessible for residents.
- Stability: Adjustments help maintain consistent program quality and safety standards.
- Equity: Resident rates continue to be prioritized where applicable.
- Sustainability: Updates help offset rising costs and reduce future need for larger adjustments.

The updated fee schedule positions the department to maintain service levels, support staffing, and continue offering diverse programs without reducing availability or increasing reliance on unrestricted funding. A full fee schedule document is included for Council review.

Financial Considerations

The updated schedule is expected to modestly increase department revenue beginning in January 2026, helping offset increased labor, supply, and utility costs. The adjustments assist the department in meeting cost recovery goals while keeping fees reasonable for the community.

Alternatives

- Adopt the resolution approving the updated Parks and Recreation Fee Schedule; or
- Modify the updated Parks and Recreation Fee Schedule, or
- Reject the resolution and provide other direction to staff.

Planning/CEQA

The City of Soledad has determined that the proposed action of approving the Parks and Recreation updated Fee Schedule is not a project as defined by the California Environmental Quality Act (CEQA) per Guidelines Section 15378. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6316
Exhibit A

RESOLUTION NO. 6316

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING THE UPDATED PARKS AND RECREATION FEE SCHEDULE FOR FISCAL YEAR 2025-2026

WHEREAS, the City of Soledad established the Parks and Recreation Department in 2021 to provide accessible, high-quality programs, facilities, and services to the community; and

WHEREAS, operating costs for the department have increased since that time, including minimum wage requirements, supply and material costs, utility rates, and contracted service expenses; and

WHEREAS, the City's existing fees for membership, facility rentals, and field use have remained unchanged for five years and no longer reflect the current cost of facility operations, utilities, and staffing support; and

WHEREAS, the City Council has reviewed the updated Parks and Recreation Fee Schedule attached as Exhibit A, and finds the adjustments necessary to support long-term sustainability of programs and facilities while maintaining community accessibility.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Council approves the Fiscal Year 2025-26 Parks and Recreation Fee Schedule attached as **Exhibit A**.

PASSED AND ADOPTED by the City Council of the City of Soledad, at a regular meeting duly held on the 17th day of December 2025, 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

FACILITY RENTALS – SOLEDAD COMMUNITY CENTER				
Facility Rental Rates	**Rental Period**	**Gymnasium** Capacity: 999 Dining: 450	**Large Multi-Purpose Room** Capacity: 150 Dining: 120	**Small Multi-Purpose Room** Capacity: 49 Dining: 25
Multi-purpose Rooms **Weekday Meetings** **Friday-Sunday:**	Block: 2hr min/6hr max Meeting: 2hr min/4hr max	N/A	~~$380~~ $400 Event Block ~~$70~~ $80/hr*	~~$260~~ $275 Event Block $55/hr*
100 - 450 Attendees **Saturday-Sunday:**	Full Block Use (10 hr. max)	~~$1600~~ $1750	N/A	N/A
Rehearsal/Setup Fee	2 Hours	~~$200~~ $250	~~$100~~ $150	~~$50~~ $75
Catering Kitchen	~~$150~~ $200 per rental for use with Gymnasium or Multi-Purpose Room rentals.			
Gymnasium Package:	20% off additional spaces – Large Multipurpose Room and Small Multipurpose Room if rented with the Gymnasium			
*Meeting fee at min of 4 hours or per hour addition to event time to block fee over max of 6 hrs. **Block includes setup/event/cleanup ***Guests may stay as late as midnight, at which time events must end, and all guests must exit the premises. 12-1:30 is only for clean-up. The renter must have completed clean-up and exited the premises no later than the time reserved.				

1. City Departments may book space at the Community Center free of charge with advanced notice; Parks & Recreation programming usage takes priority.
2. Attendee capacity numbers reflect all persons in the facility of all ages, including renters, guests, vendors, etc.
3. Facility private event rentals are for Soledad residents only.

Note:

FEES & DEPOSITS		
Reservation Fee	Gymnasium Multi-Purpose Rooms	$550 non-refundable reservation fee, $500 (credited towards the rental) $25 non-refundable fee per reservation, 50% non-refundable rental fee down payment (credited towards the rental)
Standby[1]	Staff Outside Business Hours	~~$35~~ $40/hr
Dance Floor	Use, Setup, Cleanup	$300
Refundable Deposit	Gymnasium: Multi-Purpose Rooms	$1000 All Events $150: Small Multi-Purpose Room Event $250: Large Multi-Purpose Room Event $45: Meetings and Presentations
Security Fees[2]		$40 / hour / security guard
AV Equipment	Sound System, TV & Computer	$25 per piece
IT Services[4]	Internet Meeting Services/Equipment	$150
RESIDENTS / NON-PROFITS / COMMERCIAL		
Non-Profit Discount: Rental Fee Only	50% discount on Facility Rental rates for non-revenue-based rentals for Local Soledad Nonprofit Organizations, as evidenced by a 501c3 certificate.	
Commercial Rentals:	30% surcharge. Rentals charging admission: 30% surcharge + 12% of gross proceeds. Must have a non-profit sponsor that will receive at least 50% of the event profit or council-approved sponsorship or co-sponsorship	

Note:

1. Per-hour facility use outside of normal staff hours.
2. Minimum 1:50 ratio of security guards to attendees; minimum security guards 2 for all alcohol rentals. Security must be onsite 30 minutes prior to event and remain 30 minutes after the conclusion of the rental activity. Rentals, without alcohol, over 100 attendees, require security at a 1:75 ratio.
3. A non-profit group still needs to pay a full-price deposit and booking fee and provide insurance. This discount is unavailable for private events such as weddings or celebrations.
4. Soledad IT department will setup, host and moderate renter Zoom/Facebook Live/other virtual meeting software event.

1. Includes full facility use (Fitness Center, Open Gym, Fitness Class(es).

2. In an ongoing commitment to employee wellness, City Employees qualify for a free Fitness Center, Basketball and/or Volleyball membership. One household member may receive a 50% membership discount to support and encourage the employee on their wellness journey.

PROGRAMMING – SOLEDAD COMMUNITY CENTER		
Seniors, Adults, Youth, Preschool, Families	All Recreational Programs and Activities as per Activity Costs/Market Rate/Need	
Recreational Program and Activity Areas Defined		
Special Events	Special Interest Classes	Performing Arts
Camps	Sports	Educational
Afterschool Program	Health & Wellness	Workshops
Leagues	Arts & Culture	Adaptive
Trips	Martial Arts	Outdoor Recreation

Note:

1. Employees and their dependents receive a 25% discount for programs and activities.

MEMBERSHIPS – SOLEDAD COMMUNITY CENTER				
Fitness Center Member (includes drop-in basketball & volleyball)	**Type**	**Daily Drop-in**	**Monthly**	**Annually**
	Inclusive Fitness Pass[1]	$10	~~$55~~ $65	~~$550~~ $650
	Adult	$6	~~$25~~ $30	~~$250~~ $290
	Adult Couple		~~$45~~ $50	~~$450~~ $480
	Family		~~$55~~ $65	~~$550~~ $625
	Senior	$3	~~$10~~ $15	~~$100~~ $145
	Senior Couple		~~$15~~ $20	~~$150~~ $190
	Teen	$3	~~$10~~ $15	~~$100~~ $145
		Daily		
Basketball/Volleyball Drop-In	Adult	$5		
	Youth & Teen (10-17)	$2		
	Youth Mini (9 & under	$2		

Note:

PARK USAGE FEES

	Non-Profit	For-Profit
Ball Field Reservation – practice – per hour	~~$1~~ $2	~~$10~~ $15
Ball Field Reservation – game – per hour	~~$2~~ $3	~~$20~~ $25
Ball Field Reservation – tournament	~~$25~~ $35 per field / day	~~$50~~ $75 per field / day
Soccer Field Reservation – practice – per hour	~~$1~~ $2	~~$10~~ $15
Soccer Field Reservation – game – per hour	~~$2~~ $3	~~$20~~ $25
Soccer Field Reservation – tournament	~~$25~~ $35 per field / day	~~$50~~ $75 per field / day
Concession Stand – Per Day[1]	$150	30% surcharge + 12% of gross proceeds
Resident Field Use (non-organized, general use under 10 persons)	$2 / hr	N/A
Lights (1 token = 30 min = $1/token) [1]	$2 / hr	$10.10 / hour
Open Space Special Event Permits	As per actual costs per space requested	30% surcharge Events charging admission or vendor fees: 30% surcharge + 12% of gross proceeds
Deposits (refundable upon return)	Bathroom Key	$25
	Concession Stand Key	$25
	Scoreboard Controller	$100
	Resident	**Non-Resident**
Picnic Area & BBQ (4hr. $6.25 per hr. up to 6hrs)	~~$25~~ $30	~~$50~~ $60
Bounce House[2]	~~$45~~ $65	~~$90~~ $100
Bounce House Annual Vendor Permit	~~$25~~ N/A	~~$50~~ N/A
Special Event Permit[3] – Large (40 or more persons) Events requiring coordination between Police, Fire, Parks & Recreation and Public Works	~~$150~~ $200	~~$250~~ $300

[1]Requires qualified field use reservation
[2]Requires picnic area reservation and insurance
[3]Special event is determined by size and activity inclusion as defined by the City Special Event Policy. Fee for Special Event Permits may be waived at the discretion of involved departments for Non-Profit Agencies providing goods and services to the community for free or at low cost.

Adopted 6/14/21
Revised 6/15/22 6/21/23 5/22/24

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Introduction, Waiver of Reading, and First Reading by Title Only of Ordinance No. 776, An Ordinance of the City Council of the City of Soledad Amending Various Sections of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to Allowable Uses, Ordinance No. 777, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.38.260- Secondary Residential Units of Title 17-Zoning of the Soledad Municipal Code and Ordinance No. 778, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.39- Density Bonus of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to State Law and Implementation of the Soledad 6th Cycle Housing Element to City Council of the City of Soledad**

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

FROM: **Beatriz Trujillo, Community and Economic Development Director and Ariana Mora, Senior Planner**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider waiver of reading, introduction and reading by title only:

1. Ordinance No. 776, An Ordinance of the City Council of the City of Soledad Amending Various Sections of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to Allowable Uses; and
2. Ordinance No. 777, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.38.260- Secondary Residential Units of Title 17-Zoning of the Soledad Municipal Code; and
3. Ordinance No. 778, An Ordinance of the City Council of the City of Soledad Amending Chapter 17.39- Density Bonus of Title 17-Zoning of the Soledad Municipal Code to Incorporate New Regulations Pertaining to State Law and Implementation of the Soledad 6th Cycle Housing Element to City Council of the City of Soledad.

Executive Summary

The City of Soledad is advancing a series of zoning amendments to comply with State housing laws, implement Housing Element programs, and support the objectives of the Regional Early Action Planning (REAP 2.0) grant program. Collectively known as the Housing Implementation Zoning

Amendments, these ordinances are intended to remove regulatory barriers, facilitate infill and affordable housing development, and streamline local development procedures. Each amendment addresses specific Housing Element program requirements and ensures the City's Zoning Code promotes housing production across all income levels.

These updates were generated in consultation with Placeworks Inc. to help Soledad meet regional housing targets under the 6th Cycle Regional Housing Needs Allocation (RHNA) and maintain compliance with the California Department of Housing and Community Development (HCD). The proposed amendments were initially reviewed by the Soledad Planning Commission on November 20, 2025, and recommended for adoption by City Council. The ordinances are now before the City Council for introduction and first reading, with final adoption scheduled for January 14, 2026.

Background

In August 2024, the City of Soledad adopted the 2023–2031 6th Cycle Housing Element, which establishes the City's goals, policies, and implementation programs for addressing existing and projected housing needs for all income levels. The Housing Element identifies specific strategies to promote the development, preservation, and rehabilitation of housing; remove governmental and regulatory constraints; and ensure alignment between local land use regulations and State housing laws. Key Housing Element objectives include facilitating affordable housing production, encouraging diverse housing types, supporting special needs and senior housing, and streamlining the development review process to reduce unnecessary barriers.

To assist with the implementation of these Housing Element programs, the City received Regional Early Action Planning (REAP 2.0) funding through the Association of Monterey Bay Area Governments (AMBAG). To help with the implementation of this grant and consistency with the Soledad Housing Element, the City of Soledad entered into a contract with Placeworks Inc. This grant provides both financial and technical support for planning initiatives designed to accelerate infill housing development, promote equitable housing opportunities, and support climate-resilient and sustainable growth strategies consistent with regional and State goals.

Because the proposed ordinances include policy updates to multiple land use chapters of the Soledad Municipal Code, they were required to be reviewed by the Soledad Planning Commission prior to consideration by the City Council. On November 20, 2025, the Planning Commission reviewed the proposed ordinances and recommended adoption of the three zoning ordinances: Ordinance No. 776 – Amending various sections of Title 17 to update allowable uses and development standards; Ordinance No. 777 – Updating regulations for Accessory Dwelling Units (ADUs) in Chapter 17.38 to comply with State law and Housing Element objectives; Ordinance No. 778 – Amending the Density Bonus provisions in Chapter 17.39 to align with State Density Bonus Law and facilitate the development of affordable housing

Upon introduction and first reading, the City Council will consider Ordinance No. 776, 777, 778, which is scheduled for adoption at a Public Hearing during the regular City Council meeting on January 14, 2026. This recommendation supports the City's ongoing efforts to implement its Housing Element, remove barriers to housing development, and advance regional housing goals under the REAP 2.0 program.

Review & Analysis

The City of Soledad is advancing a coordinated set of zoning amendments, collectively referred to as the Housing Implementation Zoning Amendments, to comply with State housing mandates, implement

key Housing Element programs, and meet the objectives of the REAP 2.0 grant program. These updates are designed to remove regulatory barriers, support infill and affordable housing development, and streamline local permitting procedures. Each ordinance addresses specific Housing Element program requirements to ensure the City's Zoning Code facilitates housing production across all income levels, supports the 6th Cycle RHNA targets, and maintains compliance with the California Department of Housing and Community Development (HCD).

Ordinance No. 776 – Allowable Uses and General Zoning Amendments

Ordinance No. 776 implements multiple Housing Element programs (Programs 3.1.5 and 5.1.1) by updating the City's Zoning Code to clarify allowable uses and development standards for a range of residential types and special housing facilities. The amendments are designed to remove regulatory barriers, promote housing diversity, and ensure consistency across residential zoning districts. A major focus of this ordinance is the inclusion of Residential Care Facilities in all residential zones that permit comparable housing types, consistent with State definitions of "family." This change ensures that seniors and persons with special needs have increased housing options within neighborhoods. Similarly, the ordinance updates standards for Emergency Shelters, including definitions, parking requirements, and siting regulations, to comply with State law (SB 2) and provide clear, predictable guidance for both applicants and City staff.

The ordinance also introduces condominiums as a permitted use in R-1, R-1.5, R-2, and R-3 zones, supporting opportunities for homeownership and enabling a broader range of housing products. To promote efficient land use, a minimum density requirement is established for the R-2 district, encouraging compact, infill development while ensuring residential areas remain functional and consistent. Additionally, R-1 development standards are clarified to maintain a minimum net lot area of 5,000 square feet, providing uniformity and certainty for developers. Finally, the ordinance streamlines the City's Reasonable Accommodation process by removing findings related to potential impacts and alternative measures, which will improve accessibility for persons with disabilities and reduce procedural delays.

Overall, these amendments remove unnecessary constraints, support inclusive neighborhood development, and expand the diversity of housing types, aligning directly with the Housing Element and REAP 2.0 objectives to accelerate infill development and promote equitable housing access.

Ordinance No. 777 – Accessory Dwelling Units (ADUs)

Ordinance No. 777 addresses Housing Element Program 2.1.3 by updating regulations for Accessory Dwelling Units (ADUs) and Junior ADUs (JADUs) to reflect current State law, including AB 68, SB 9, and other related legislation. The ordinance is intended to facilitate the development of ADUs as a practical and cost-effective way to increase housing availability, particularly for lower-income households and smaller households. The amendments provide clear definitions for ADUs and JADUs, establish by-right approval for compliant units, and codify development standards for height, setbacks, maximum unit size, and lot coverage. Parking requirements are revised to reduce or eliminate unnecessary obligations, particularly for units located near transit, lowering barriers to construction. Outdated owner-occupancy requirements have been removed in accordance with State law, further simplifying the development process.

By modernizing ADU regulations, this ordinance encourages small-scale, infill residential development that is compatible with existing neighborhoods while expanding affordable housing opportunities. The updates support the Housing Element's goals to streamline approvals, remove

regulatory barriers, and increase the supply of flexible housing types. The ordinance also aligns with REAP 2.0 objectives by promoting gentle density and sustainable development strategies in residential areas.

Ordinance No. 778 – Density Bonus

Ordinance No. 778 implements Housing Element Program 2.2.4 by updating the City's Density Bonus provisions to align with State Density Bonus Law (Gov. Code §§ 65915–65918). The ordinance provides a clear, predictable framework for developers seeking incentives, concessions, or waivers to support the inclusion of affordable, senior, and special needs housing in new residential projects. Key updates include clarifying the definitions of "affordable units," "very low-income households," and "senior housing," establishing procedures for requesting bonuses and concessions, and outlining eligibility for mixed-use projects or land donations. The ordinance also provides reference tables summarizing allowable density bonuses and incentives, which improve transparency and ensure consistent application of State law.

General Plan and Housing Element Compliance

The proposed zoning amendments are consistent with the City of Soledad's 2005 General Plan by supporting balanced land use, adequate residential capacity, and long-term housing availability. Specifically, the amendments further Policy L-10 by ensuring the City's zoning framework can accommodate needed housing while maintaining an appropriate balance between residential and employment-generating uses. The updates also support Policy L-12 by maintaining an adequate supply of appropriately designated land to meet projected household growth, providing opportunities for moderate- and below-moderate-income housing. Additionally, the amendments implement Housing Policy H-2 by ensuring sufficient vacant and underutilized land is zoned to meet the City's RHNA-identified housing needs, consistent with regional growth expectations established by AMBAG. Most importantly, the proposed amendments directly support and implement the City's recently adopted 2023–2031 Housing Element, as described earlier in this report, by aligning zoning regulations with State law and the Housing Element's required implementation programs. Collectively, these zoning updates reinforce the City's commitment to aligning land use regulations with its General Plan goals and housing obligations.

Planning Commission Discussion

The Planning Commission reviewed the proposed zoning amendments and recommended approval without any modifications. During Planning Commission discussion, the Commission asked several clarifying questions, with the majority of its discussion centered on the ADU ordinance and associated parking requirements. Commissioners inquired whether the City might consider implementing fee deferrals or other incentives for property owners who construct an ADU and provide an additional on-site parking space. They also expressed interest in evaluating alternative development standards that could allow for parking within front yard areas. Staff will convey this feedback to the City Council for potential consideration in future policy updates, however, the Commission did not recommend any revisions to the proposed ordinance language at this time.

Conclusion

The proposed Zoning Code amendments collectively implement key Housing Element programs, ensure consistency with State housing law, and advance regional housing objectives under the REAP 2.0 framework. Adoption of these ordinances will remove identified regulatory constraints, promote

housing diversity, and streamline the production of affordable, senior, and special needs housing. By codifying these updates, the City fosters residential development that meets the needs of lower-income and special needs populations, directly supports the goals of the Housing Element, and eliminates potential governmental barriers to housing development. Additionally, these amendments advance REAP 2.0 objectives by facilitating infill housing, providing greater predictability in development approvals, and helping the City achieve regional housing targets under the 6th Cycle RHNA, thereby supporting equitable and sustainable community growth.

Financial Considerations

The City of Soledad received $79,985 through the REAP 2.0 Grant, administered by the Association of Monterey Bay Area Governments (AMBAG). The grant contract is set to expire in June 2026 and provides funding to support implementation of Housing Element programs and related planning initiatives, therefore the planning support from Placeworks is funded through the REAP 2.0 grant, no further expenditures are anticipated.

Alternatives

- Introduce and read by title only Ordinance Nos. 776, 777, and 778 as presented; or
- Introduce and read by title only Ordinance Nos. 776, 777, 778 with specific, directed modifications, such as adjustments to the proposed language, clarifications, or corrections that would not change the direct action of the proposed amendment; or
- Denial of the proposed ordinances with specific findings supporting the Council's conclusion. This action is not recommended as the proposed changes are required to conform to State law and the Adopted Housing Element.

Planning/CEQA

Pursuant to the California Environmental Quality Act (CEQA), the proposed zoning text amendments through Ordinance No. 776, 777 and 778, are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These amendments do not propose or commit the City to construction, and any subsequent residential project in these zones would undergo environmental review at the time of proposal.

Public Notice Requirements

There is no formal notice required at this stage. Upon City Council acceptance of the first reading by title only, all noticing requirements for adoption will be initiated. The public hearing notice will be scheduled for publication in advance of the January 14, 2026 Council meeting.

Attachment(s):
Exhibit A Ord 776- Permitted Uses
Exhibit B Ord 777 - ADU
Exhibit C Ord 778 - Density Bonus
Attachment 1
Presentation

ORDINANCE NO. 776

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING VARIOUS SECTIONS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO ALLOWABLE USES.

WHEREAS, in 2023, the City of Soledad adopted the 2023–2031 Housing Element of the General Plan, which serves as the City's policy document for meeting existing and projected housing needs for all income levels; and

WHEREAS, the Housing Element establishes goals, policies, and implementation programs to promote the development, preservation, and rehabilitation of housing, remove governmental constraints, and ensure consistency between the City's land use regulations and State housing laws; and

WHEREAS, the Housing Element calls for comprehensive updates to identify and address constraints that may hinder the City's ability to meet its housing needs, including governmental and non-governmental constraints and excessive utility costs; and

WHEREAS, the Housing Element requires that City site improvement standards, development review procedures, and development fees do not unreasonably constrain the development, conservation, or rehabilitation of housing; and

WHEREAS, Program 3.1.5 of the Housing Element directs the City to update its regulations to incorporate Residential Care Facilities and ensure that older housing stock that may not meet accessibility requirements can be adapted through the City's Reasonable Accommodation process; and

WHEREAS, Program 5.1.1 of the Housing Element requires comprehensive updates to the Zoning Code to include definitions, parking, and development standards for Emergency Shelters; and

WHEREAS, Program 5.1.1 of the Housing Element also calls for amendments to allow Condominiums as permitted uses within the R-1, R-1.5, R-2, and R-3 zoning districts; and

WHEREAS, Program 5.1.1 further calls for the establishment of a minimum density standard within the R-2 zoning district; and

WHEREAS, Program 5.1.1 directs the City to define and allow Rest Homes, regardless of size, in all zones that permit comparable residential uses, consistent with the State definition of "family"; and

WHEREAS, Program 5.1.1 also requires updates to the R-1 development standards to ensure consistency throughout the Zoning Code and to clarify that each lot shall have a minimum net area of 5,000 square feet; and

WHEREAS, Program 5.1.1 calls for amendments to the City's Reasonable Accommodation provisions to remove findings related to potential impacts, property development standards, and alternative measures; and

WHEREAS, the City of Soledad obtained a Regional Early Action Planning (REAP 2.0) grant through the Association of Monterey Bay Area Governments (AMBAG) to support the implementation of Housing Element programs and regional housing goals; and

WHEREAS, the REAP 2.0 program provides financial and technical assistance to jurisdictions to accelerate infill housing production, update local zoning codes, reduce barriers to development, and align local planning efforts with State housing, climate, and equity objectives; and

WHEREAS, the City now desires to amend Title 17 (Zoning) of the Soledad Municipal Code to incorporate the above-referenced updates and ensure consistency with the City's 2023–2031 (6th Cycle) Housing Element.

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

Section 1. All of the recitals set forth above are true and correct to the best of its knowledge and by this reference are incorporated herein.

Section 2. Chapter 17.04 - Interpretation of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows:

17.04.030 Definitions.
<u>"Residential care facility" means any residence that maintains and operates organized facilities for board, care, and supervision of unrelated individuals.</u>

Section 3. Chapter 17.10 R-1 Single-Family Residential District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows:

17.10.020 Permitted Uses.
The following uses shall be permitted in the R-1 district. All uses shall be subject to the property development standards in Section 17.10.040:

A. One-family dwelling unit, not more than one primary dwelling per lot;
B. Accessory buildings, including garages;
C. Second residential units, subject to Section 17.38.260;
D. Employee housing for six or fewer workers;
E. Private greenhouses and horticultural collections, flower, and vegetable gardens;

F. Home occupations, subject to Section 17.38.140;
G. Temporary tract offices and model homes, in the tract being developed;
H. Day nursery, small;
I. Mobile home on a permanent foundation, subject to Section 17.38.210;
J. Swimming pools subject to Section 17.38.320;
K. Transitional and supportive housing;.
L. Condominiums, subject to Section 17.38.050;;
M. Residential care homes of any size regardless of state licensing.

17.10.030 Conditional uses.
The following uses may be permitted subject to a conditional use permit:

A. Antennas for personal use subject to Section 17.38.020;
B. Churches and parochial schools;
C. Country clubs and golf courses;
D. Day nursery, commercial (see Section 17.38.060);
E. Day nursery, institutional (see Section 17.38.060);
F. Day nursery, large (see Section 17.38.060);
G. Microwave relay structures;
H. Private schools;
I. Public schools;
J. Public libraries;
K. Electric distribution substations;
L. Planned residential development, including mobile home parks subject to Section 17.38.230;
M. Swimming lessons, large group, subject to Section 17.38.310;
N. Parks, except those included in the overall design of a subdivision;
O. Yard setback reduction or lot dimension modifications for energy conservation purposes on multiple lots;
~~P. Condominiums, subject to Section 17.38.050;~~
P. ~~Q~~. Welfare and charitable organizations.

17.10.040 Property development standards.
The following property development standards and those in Chapters 17.36 and 17.38 apply to all lands and structures in the R-1 district:

A. Lot Area.
1. Each lot shall have a minimum net area of five ~~six~~ thousand square feet, except as provided in this section. A nonconforming lot of record under separate ownership at the time it became nonconforming may be used for or occupied by any use permitted in this district.

2. If, on the effective date of the ordinance codified in this title, two or more nonconforming lots, each with a separate and distinct number or other designation on an official map or approved record of survey recorded in the office of the county recorder, or delineated on a recorded subdivision map on file with the city,

and abutting at least one public street or right-of-way are held in separate ownership:

a. Each such lot may be used as a separate lot if it contains at least five ~~six~~ thousand square feet of lot area and has a minimum width of fifty feet.
b. If three or more such nonconforming lots are held in separate ownership, they may be divided into lots each of which contains at least five ~~six~~ thousand square feet of lot area and has a minimum width of fifty feet. If such division requires a change of any existing lot line, a parcel map shall be filed with the planning director.

B. Lot Dimensions. All lots created after the effective date of the ordinance codified in this title shall comply with the following minimum standards and lots existing as of that effective date may not be reduced below these standards. Each dimension is minimum only. One or both shall be increased to attain the minimum lot area required.
1. Width:

a. Interior lots shall have a minimum width of fifty feet.
b. Corner lots shall have a minimum width of sixty-five feet.
c. Lots siding on freeways or railroad rights-of-way shall have a minimum width of eighty feet.
d. Curve lots and cul-de-sac lots shall have a minimum street frontage width of forty feet.

2. Depth:
a. Lots facing on local street shall have a minimum depth of one hundred feet.
b. Lots facing on a major street as shown on the circulation element of the general plan shall have a minimum depth of one hundred twenty feet.
c. Lots backing on freeways or railroad rights-of-way shall have a minimum depth of one hundred thirty feet.

C. Population Density. The density shall not exceed one dwelling for each five ~~six~~ thousand square feet of lot area or 7.26 dwelling units per acre. For planned developments, density shall be calculated on gross lot area minus public streets.

D. Building Height.
1. No main building or structure erected in this district shall have a height greater than two stories, not to exceed thirty feet.
2. No accessory building erected in this district shall have a height greater than one story, not to exceed fourteen feet.

E. Yards.
1. Front yard:
a. Each lot shall have a front yard of not less than twenty feet extending across the full width of the lot. The front yard shall be thirty feet for lots required to

have a depth of one hundred twenty feet by paragraph (B)(2)(b) of this section.

b. Lots fronting on a cul-de-sac turnaround shall have a front yard of not less than fifteen feet.

c. The planning commission may require the staggering of setback, with a variation of up to three feet between houses. In no case shall a setback of less than fifteen feet be allowed, except on culs-de-sac, where the planning commission may approve a setback of ten feet as part of the total development plan of a subdivision.

d. In situations where four or more lots have been improved with buildings, the required setback is the average of the improved lots, if the setback is less than the stated requirement.

2. Side yard:

a. Each lot shall have a side yard on each side of not less than five feet except for special conditions treated in this subdivision.

b. When siding on an existing alley, a main building shall be located not less than thirty feet from the opposite side of the alley.

c. On corner lots, unless otherwise specified in this title, the side yard abutting the street shall be not less than ten feet in width.

d. Where a dwelling unit is located on a lot so that the main entrance is located on the side of the building, the required side yard setback shall be not less than ten feet to such entrance.

e. In situations where the entrance to a covered parking space faces an interior side property line, the required side yard setback from the side property line shall be twenty-five feet.

f. In situations where the entrance to a covered parking space faces a street-side property line, the required setback shall be twenty feet from the street-side property line to the covered parking space.

g. Rear yard: Each lot shall have a rear yard extending across the full width of the lot of not less than ten feet, provided that a minimum of one thousand square feet of open space is maintained to the side or rear of the main dwelling or in an "L" or "U" design; otherwise, twenty feet shall be provided.

F. Space Between Buildings.

1. Unless attached to the main building, accessory buildings shall be a minimum of six feet from the main building. However, the accessory building may be connected to the main building by means of a breezeway open to two sides consisting of a common roof using the same roofing materials as the main building.

2. Where an accessory building is used for covered parking and where the garage is located within the area defined by the projection of the side lines of any main building, and where vehicular access to the garage faces any main building and falls entirely or in part within that area, the accessory building shall not be less than twenty-five feet from the main building.

3. Where a lot abuts upon an alley, garages having vehicular access from the alley shall be located not less than twenty-five feet from the opposite side of the alley.

G. Lot Coverage. Maximum lot coverage by buildings and structures shall not exceed forty percent of the total lot area.

H. Fences, Hedges and Walls. Fences, including walls and hedges, not exceeding three feet in height, may occupy any yard area. Fences, hedges and wall fences up to six feet in height are allowed in street side yards where:
1. Residential lots abut nonresidential uses or zoned property;
2. Where street sideyard abuts another street side yard subject to sight distance requirements (Section 17.36.010(C)).

Fences or other structures over six feet in height to enclose tennis courts or similar areas located on the rear half of a lot may be allowed, subject to the approval of a conditional use permit.

I. Off-street Parking. Section 17.36.030 applies.

J. Access. There shall be vehicular access from a dedicated and improved street or recognized alley to the required off-street parking facilities.

K. Signs. Section 17.36.040 applies.

Section 4. Chapter 17.11 R-1.5 Low-Density Multifamily Residential District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows:

17.11.020 Permitted Uses.
The following uses shall be permitted in the R-1.5 district. All uses shall be subject to the property development standards in Section 17.11.040 of this chapter:

A. Single-family dwellings and duplexes, provided that the total number of existing and proposed units does not exceed two on a lot;
B. Accessory buildings, including garages;
C. Second residential units, subject to Section 17.38.260;
D. Employee housing for six or fewer workers;
E. Private greenhouses and horticultural collections, flower and vegetable gardens;
F. Home occupations, subject to Section 17.38.130 of this title;
G. Day nursery, small;
H. Swimming pools subject to Section 17.38.330 of this title;
I. Mobile homes on a permanent foundation subject to Section 17.38.210;
J. Transitional and supportive housing;
K. Condominiums, subject to Section 17.38.050;
L. Residential care homes of any size regardless of state licensing.

17.11.030 Conditional Uses.
The following uses may be permitted in the R-2 district subject to a conditional use permit:

A. Antennas for personal use subject to Section 17.38.010;
B. Churches and parochial schools;
C. Country clubs and golf courses;
D. Day nursery, commercial (see Section 17.38.060 of this title);
E. Reserved.
F. Day nursery, large (see Section 17.38.060 of this title);
G. Microwave relay structures;
H. Private schools;
I. Public schools;
J. Public libraries;
K. Electric distribution substations;
L. Swimming lessons, large group, subject to Section 17.38.370 of this title;
M. Civic and social clubs of two hundred fifty or less members;
N. Parks, except those included in the overall design of a subdivision;
O. Yard setback reduction or lot dimension modifications for energy conservation purposes on multiple lots.
~~P. Condominiums, subject to Section 17.38.050 of this title.~~

Section 5. Chapter 17.12 R-2 Medium-Density Multifamily Residential District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.12.020 Permitted Uses.

The following uses shall be permitted in the R-2 district. All uses shall be subject to the property development standards in Section 17.12.040:

A. Single-family dwellings;
B. Duplexes and triplexes, subject to provisions in Section 17.12.040(C);
C. Second residential units, subject to Section 17.38.260;
D. Accessory buildings, including garages;
E. Multifamily dwellings;
F. Employee housing for six or fewer workers;
G. Private greenhouses and horticultural collections, flower and vegetable gardens;
H. Home occupations, subject to Section 17.38.130;
I. Day nursery, small;
J. Swimming pools subject to Section 17.38.330;
K. Mobile homes on a permanent foundation subject to Section 17.38.210;
L. Transitional and supportive housing
M. Condominiums, subject to Section 17.38.050;
N. Residential care homes of any size, regardless of state licensing.

17.12.040 Property development standards

The following property development standards and those in Chapters 17.36 and 17.38 apply to all lands and structures in the R-2 district:

A. Lot Area.

1. Each lot shall have a minimum net area of five thousand square feet, except as provided in this section. A nonconforming lot of record under separate ownership at the time it became nonconforming may be used for or occupied by any use permitted in this district.

2. If, on the effective date of the ordinance codified in this title, two or more nonconforming lots, each with a separate and distinct number or other designation on an official map or approved record of survey recorded in the office of the county recorder, or delineated on a recorded subdivision map on file with the city, and abutting at least one public street or right-of-way are held in separate ownership:
    a. Each such lot may be used as a separate lot if it contains at least five thousand square feet of lot area and has a minimum width of fifty feet.
    b. If three or more such nonconforming lots are held in separate ownership, they may be divided into lots each of which contains at least five thousand square feet of lot area and has a minimum width of fifty feet. If such division requires a change of any existing lot line, a parcel map shall be filed with the planning director.

B. Lot Dimensions. All lots created after the effective date of the ordinance codified in this title shall comply with the following minimum standards and lots existing as of that effective date may not be reduced below these standards. Each dimension is minimum only. One or both shall be increased to attain the minimum lot area required.
    1. Width:
        a. Interior lots shall have a minimum width of fifty feet.
        b. Corner lots shall have a minimum width of sixty-five feet.
        c. Lots siding on freeways or railroad rights-of-way shall have a minimum width of eighty feet.
        d. Curve lots and cul-de-sac lots shall have a minimum street frontage width of forty feet.

    2. Depth:
        a. Lots facing on local street shall have a minimum depth of one hundred feet.
        b. Lots facing on a major street as shown on the circulation element of the general plan shall have a minimum depth of one hundred twenty feet.
        c. Lots backing on freeways or railroad rights-of-way shall have a minimum depth of one hundred thirty feet.

C. Population Density. Density shall be a minimum of nine ~~not exceed~~ ~~twelve~~ dwelling units ~~for each~~ per acre but not to exceed twenty-two (22) units per acre. The maximum of twenty-two dwelling units per acre is equivalent to ~~of building site area per acre, or~~ one dwelling unit for each three thousand five hundred square feet of area for ~~on~~ a building site of less than one acre. A minimum of three hundred square feet of open space shall be provided per dwelling unit. That area shall be designed to be usable for the residents. Second-story balconies shall not be included in open space calculations.

A minimum of two hundred square feet per unit shall be designated as a public common area. Public common areas shall require the following:

1. All dimensions for areas to be calculated as public open space shall be a minimum of two hundred feet.
2. Open space areas shall not include building footprints, parking areas, driveways, front yard setbacks, and landscaping areas (bushes, shrubs, etc.) that create barriers that preclude enjoyment of open space.
3. Developments over six units in size shall provide recreational amenities. Such amenities shall occupy at least fifty percent of the required open space amount. Any request for deviation from this requirement shall require planning commission approval.
4. Residents of housing projects shall have safe and efficient access to usable open space, whether public or private, for recreation, and social activities. The design and orientation of these areas should take advantage of available sunlight and be sheltered from the wind, noise, and traffic on adjacent streets, and incompatible uses.
5. Required common open spaces shall be conveniently and centrally located to the majority of dwelling units in the development to promote a sense of community. Open space areas located within center courtyards is encouraged to provide resident privacy and security.
6. Common usable open spaces and children's play areas shall be visible from individual dwelling units and be connected to the internal pedestrian system in the development.
7. Private usable open spaces shall be contiguous to and have direct pedestrian access from the dwelling units they serve.
8. All usable open space areas shall have appropriate lighting and be regularly maintained to reduce the potential for criminal activities.

D. Building Height.
   1. No main building or structure erected in this district shall have a height greater than two stories, not to exceed thirty feet.
   2. No accessory building erected in this district shall have a height greater than one story, not to exceed fourteen feet.

E. Yards.
   1. Front yard:
   2. Each lot shall have a front yard of not less than fifteen feet extending across the full width of the lot.
   3. Curve lots and cul-de-sac lots shall have a front yard of not less than fifteen feet.
   4. The planning commission may approve a setback of ten feet on culs-de-sac as part of the total development plan of a subdivision.
   5. Side yard: The provisions of the R-1 district apply.
   6. Rear yard: Each lot shall have a rear yard extending across the full width of the lot of not less than fifteen feet.

F. Space Between Buildings. In addition to the R-1 requirements the following shall apply: Between main buildings the sum of the height of any two adjacent buildings, divided by two, but in no case less than twenty feet.

G. Lot Coverage. Maximum lot coverage by buildings and structures shall not exceed sixty percent of the total lot area.

H. Fences, Hedges and Walls. Fences, including walls and hedges, not exceeding three feet in height, may occupy any yard area. Fences, hedges and wall fences up to six feet in height are allowed in street side yards where:
1. Residential lots abut nonresidential uses or zoned property;
2. Where street side yard abuts another street side yard subject to sight distance requirements (Section 17.36.010(C)).

I. Fences or other structures over six feet in height to enclose tennis courts or similar areas located on the rear half of a lot may be allowed, subject to the approval of a conditional use permit.

J. Off-street Parking. Section 17.36.020 applies.

K. Access. There shall be vehicular access from a dedicated and improved street or recognized alley to the required off-street parking facilities.

L. Signs. Section 17.36.030 applies.

N. Utilities. Section 17.38.330 applies.

Section 6. Chapter 17.14 R-3 High-Density Multifamily Residential District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.14.020 Permitted uses.
The following uses shall be permitted in the R-3 district. All uses shall be subject to the property development standards in Section 17.14.040:

A. Multifamily dwellings;
B. Second residential units, subject to Section 17.38.260;
C. Private greenhouses and horticultural collections, flower, and vegetable gardens;
D. Home occupations, subject to Section 17.38.140;
E. Day nursery, small;
F. Day nursery, large;
G. Boardinghouses;
H. Transitional and supportive housing;
I. Condominiums, subject to Section 17.38.050;
J. Residential care homes of any size regardless of state licensing.

17.14.040 Property development standards

The following property development standards and those in Chapters 17.36 and 17.38 apply to all lands and structures in the R-3 district:

A. Lot Area.
   1. Each lot shall have a minimum net area of six thousand square feet, except as provided in this section. A nonconforming lot of record under separate ownership at the time it became nonconforming may be used for or occupied by any use permitted in this district.
   2. If, on the effective date of the ordinance codified in this title, two or more nonconforming lots, each with a separate and distinct number or other designation on an official map or approved record of survey recorded in the office of the county recorder, or delineated on a recorded subdivision map on file with the city, and abutting at least one public street or right-of-way are held in separate ownership:
      a. Each such lot may be used as a separate lot if it contains at least five thousand square feet of lot area and has a minimum width of fifty feet.
      b. If three or more such nonconforming lots are held in separate ownership, they may be divided into lots each of which contains at least five thousand square feet of lot area and has a minimum width of fifty feet. If such division requires a change of any existing lot line, a parcel map shall be filed with the planning director.

B. Lot Dimensions. All lots created after the effective date of the ordinance codified in this title shall comply with the following minimum standards and lots existing as of that effective date may not be reduced below these standards. Each dimension is minimum only. One or both shall be increased to attain the minimum lot area required.
   1. Width:
      a. Interior lots shall have a minimum width of fifty feet.
      b. Corner lots shall have a minimum width of sixty-five feet.
      c. Lots siding on freeways or railroad rights-of-way shall have a minimum width of eighty feet.
      d. Curve lots and cul-de-sac lots shall have a minimum street frontage width of forty feet.

   2. Depth:
      a. Lots facing on local street shall have a minimum depth of one hundred feet.
      b. Lots facing on a major street as shown on the circulation element of the general plan shall have a minimum depth of one hundred twenty feet.
      c. Lots backing on freeways or railroad rights-of-way shall have a minimum depth of one hundred thirty feet.

C. Population Density. Density shall not exceed twenty-two dwelling units per acre and shall be a minimum of twelve units per acre. The maximum of twenty-two dwelling units per acre is equivalent to one dwelling unit for each one thousand nine hundred eighty square feet of area for a building site of less than one acre~~. A minimum of three hundred square feet of open area shall be provided per dwelling unit. That area shall~~

~~be designed to be usable for the residents. Second-story balconies shall not be included in open space calculations. A minimum of two hundred square feet per unit shall be designated as a public common area. Public common areas shall require the following:~~

D. Open Space: A minimum of three hundred square feet of open area shall be provided per dwelling unit. That area shall be designed to be usable for the residents. Second-story balconies shall not be included in open space calculations. Of the three hundred square feet, a minimum of two hundred square feet per unit shall be designated as a public common area. Public common areas shall require the following:

a. All dimensions for areas to be calculated as public open space shall be a minimum of two hundred square feet.
b. Open space areas shall not include building footprints, parking areas, driveways, front yard setbacks, and landscaping areas (bushes, shrubs, etc.) that create barriers that preclude enjoyment of open space.
c. Developments over six units in size shall provide recreational amenities. Such amenities shall occupy at least fifty percent of the required open space amount. Any request for deviation from this requirement shall require planning commission approval.
d. Residents of housing projects shall have safe and efficient access to usable open space, whether public or private, for recreation, and social activities. The design and orientation of these areas should take advantage of available sunlight and be sheltered from the wind, noise, and traffic on adjacent streets, and incompatible uses.
e. Required common open spaces shall be conveniently and centrally located to the majority of dwelling units in the development to promote a sense of community. Open space areas located within center courtyards is encouraged to provide resident privacy and security.
f. Common usable open spaces and children's play areas shall be visible from individual dwelling units and be connected to the internal pedestrian system in the development.
g. Private usable open spaces shall be contiguous to and have direct pedestrian access from the dwelling units they serve.
h. All usable open space areas shall have appropriate lighting and be regularly maintained to reduce the potential for criminal activities.

E. ~~D.~~ Building Height.

1. No main building or structure erected in this district shall have a height greater than two stories, not to exceed thirty feet.
2. No accessory building erected in this district shall have a height greater than one story, not to exceed fourteen feet.

F. ~~E.~~ Yards.

1. Front yard:
   a. Each lot shall have a front yard of not less than fifteen feet extending across the full width of the lot.

b. Curve lots and cul-de-sac lots shall have a front yard of not less than fifteen feet.
c. The planning commission may approve a setback of ten feet on cul-de-sacs as part of the total development plan of a subdivision.

2. Side yard:
a. Each lot shall have a side yard on each side of not less than five feet except for special conditions treated in this subdivision.
b. When siding on an existing alley, a main building shall be located not less than thirty feet from the opposite side of the alley.
c. On corner lots, unless otherwise specified in this title, the side yard abutting the street shall be not less than ten feet in width.

3. Rear yard: Each lot shall have a rear yard extending across the full width of the lot of not less than fifteen feet.

G. ~~F.~~ Space Between Buildings.

1. Accessory buildings shall be a minimum of six feet from a main building.
2. Where an accessory building is used for covered parking and where the garage is located within the area defined by the projection of the side lines of any main building, and where vehicular access to the garage faces any main building and falls entirely or in part within that area, the accessory building shall not be less than twenty-five feet from the main building.
3. Where a lot abuts upon an alley, garages having vehicular access from the alley shall be located not less than twenty-five feet from the opposite side of the alley.
4. Minimum space between main buildings is the sum of the height of any two adjacent buildings, divided by two, but in no case less than twenty feet.
5. Between a side property line and the entrance side of single-row dwelling groups, the minimum space is fifteen feet.

H. ~~G.~~ Lot Coverage. Maximum lot coverage by buildings and structures shall not exceed sixty percent of the total lot area.

I. ~~H.~~ Fences, Hedges and Walls. Fences, including walls and hedges, not exceeding three feet in height, may occupy any yard area. Fences, hedges and wall fences up to six feet in height are allowed in street side yards where:

1. Residential lots abut nonresidential uses or zoned property;
2. Where street sideyard abuts another street side yard subject to sight distance requirements (Section 17.36.010(C)).

Fences or other structures over six feet in height to enclose tennis courts or similar areas located on the rear half of a lot may be allowed, subject to the approval of a conditional use permit.

J. ~~I.~~ Off-street Parking. Section 17.36.020 applies.

K. ~~J.~~ Access. There shall be vehicular access from a dedicated and improved street or recognized alley to the required off-street parking facilities.

L. ~~K.~~ Signs. Section 17.36.030 applies.

M. ~~L.~~ Utilities. Section 17.38.330 applies.

Section 7. Chapter 17.22 C-C Community Commercial District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.22.090 Permitted uses.

A. The following uses are permitted in the C-C district subject to site plan review, and when located in a community shopping center approved pursuant to these regulations.

1. All uses permitted in the C-1 district;
2. Banks and other financial institutions without drive-through services;
3. On sites of at least ten acres, any other use included in the approved master development plan as a permitted use, that has been determined by the planning commission or city council to be consistent with the provisions of this chapter and the general plan. Such uses may include uses listed in Sections 17.22.100 and 17.22.120 of this chapter; and
4. On sites of at least ten acres, more than one retail business operating in a single building or lease area designed for a single business, provided that all additional businesses are accessory to the principal business pursuant to Section 17.22.110 of this chapter;
5. Residential care homes of any size regardless of state licensing.

Section 8. Chapter 17.26 C-2 General Commercial District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.26.020 Permitted Uses.

The following uses shall be permitted within wholly enclosed buildings (or as otherwise allowed by this section):

A. Any use permitted in a C-1 district;
B. Print shop;
C. Automobile upholstery shops;
D. Large appliance repair and sales store (no outdoor storage);
E. Light manufacturing uses, such as cabinet shops, provided that there is no vibration, noise or odor emitted from the property;
F. Secondhand goods sales (all goods displayed, sold and stored within a completely enclosed building);
G. Residential care homes of any size regardless of state licensing.

Section 9. Chapter 17.30 Industrial District of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.30.070 Emergency shelters.

A. Location Requirements. Emergency shelters shall not be located:
   1. Immediately adjacent to any R-1 district; or
   2. Within ~~three hundred feet of another similar program and~~ one thousand feet from an elementary school, middle school, high school, or public park.
   3. The distance between an emergency shelter, and the uses and zones described above, shall be measured in a straight line, without regard to intervening structures or objects, from the closest exterior wall of the building or structure, or a portion of the building or structure, in which the emergency shelter is located, to the boundary of the use or zone described above.
   4. Exceptions to these locational requirements may be approved through the conditional use permit process in accordance with the provisions of Chapter 17.42 of this title.

B. Facility Requirements. Each emergency shelter shall include, at a minimum, the following:
   1. On-site area for outdoor client congregation, so that clients waiting for services are not required to use the public sidewalk for queuing;
   2. Telephones for use by clients;
   3. On-site personnel during hours of operation when clients are present. The manager's area shall be located near the entry to the facility;
   4. Adequate interior and exterior lighting;
   5. Secure areas for personal property;
   6. Posted hours of operation near the facility entrance; and
   7. Other features or measures as recommended by the police chief prior to zoning compliance approval by the director pursuant to Section 17.42.010 of this title.

Section 10. Chapter 17.36 Property Development Standards of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.36.020 Off-street parking.

A. Number of Spaces Per Use. The off-street parking requirements set out in Table 17.36.020 apply to the residential uses described in the table with respect to buildings erected and new uses commenced after February 17, 1974. For any use not specifically mentioned in this subsection, the planning commission shall determine the amount of parking required. All facilities shall be on-site unless specified differently. The parking requirements set forth in this section may be reduced below the stated requirements when the planning commission, or on appeal the city council, finds that because of special circumstances applicable to the subject property, including size, shape, topography, location or surroundings, the strict application of the requirements would deprive the subject property of privileges enjoyed by other properties of the same kind in the vicinity, and where it finds that such variance or reduction is consistent with the purpose and intent of this section

B. Location. All off-street parking, whether in a garage or open area, shall be so located as to be accessible and usable for the parking of motor vehicles. In all residential zones, off-street parking shall not be located in any required yard or setback area.

C. Additional Parking Requirements.
    1. Any parcel of land used for off-street parking, car or trailer sales after the adoption of the ordinance codified in this title shall be developed according to the city's specifications, and shall be enclosed by a solid fence when such areas are adjacent to any residential (R) district, the fence to be constructed six feet in height behind the front setback area, and three feet in height in any front setback area.
    2. Parking required in any district must be on-site except that where buildings or structures in existence at the time the ordinance codified in this title was adopted cover a site to the extent that sufficient on-site parking cannot be provided, off-site parking may be allowed.
    3. Joint use of parking facilities will be allowed under the following conditions:
        a. When there is no conflict at time of use;
        b. When there is sufficient parking for all uses.

D. Reduction Where Assessment District Is Included. Parking required in any C-1 or C-2 commercial district may be reduced below the stated requirements in any portion of such district included within a public parking district or assessment district for financing off-street parking facilities in proportion to the amount of assessment on each property owner. Cost of each parking space provided by the district shall be computed by dividing the number of such spaces into the total of the assessment levied against the property within the district. The assessment against individual property shall be divided by this cost per space, to determine the nearest whole number by which the parking requirements on said property may be reduced. Payment to the city for the remaining number of parking spaces required, if any, shall be made in an amount equal to the value of required parking on a per-parking-space basis. From time to time, the city council shall establish by resolution the value of off-street parking facilities on a per-parking-space basis, to be determined on the basis of the cost of acquisition and improvement of parking facilities as shown on the downtown specific plan. Funds collected by the city from such payment shall be deposited in a special fund and used only by the city to acquire and/or develop off-street parking and related facilities which are consistent with the proposals of the downtown specific plan. Funds paid toward these costs for in-lieu-of parking shall not be refundable, except where funds are not used within ten years. All in-lieu-of parking payments must be approved by the city council. All in-lieu-of parking fees shall be paid prior to the issuance of any license or permit with respect to the subject property.

E. Surfacing. Any off-street parking area shall be surfaced with a minimum of five inches of imported base material and a double application of asphalt and gravel to the city engineer's approval, so as to provide a durable and dustless surface and shall be so graded and drained as to dispose of all surface water accumulated within the area and shall be so arranged and marked as to provide for safe loading and unloading and parking of vehicles.

F. Parking Lot Design. The following design standards shall apply to all areas used for off-site parking where there are more than ten parking spaces required:
    1. Street Frontage. A minimum ten-foot wide landscape strip with shade trees, unless zone district requires a fifteen-foot wide strip, except that a landscaped yard of less than ten feet may be approved by the planning commission where the total

landscaped yard area is the same as that which would result from application of the minimum yard requirement.

2. Interior Landscaping. Five percent with one tree per two hundred square feet increment of the five percent. (Example: If a use requires twenty-four thousand square feet of parking area — roughly sixty-four to seventy parking spaces — required landscaping would be one thousand two hundred square feet (24,000 × .05 = 1,200). Required number of trees would be 6 (1,200 ÷200 = 6).)

G. Reduction of Covered Parking Requirements. In apartment projects where there are more than five units, covered off-street parking may be converted to uncovered parking subject to the approval of a conditional use permit.

H. Parking Stall Size. Parking stall size shall be measured pursuant to the current approved city public works department design standard for parking. Any request to allow for deviation from these standards, including any request for use of compact parking spaces in a project, shall only be permitted upon approval by the planning commission.

Table 17.36.020

OFF-STREET PARKING REQUIREMENTS

Use	Parking Requirement
Single-family homes:	Covered and enclosed parking area of at least four hundred square feet, minimum width of twenty feet, minimum driveway area of three hundred sixty feet. Any addition to an existing single-family home legally constructed prior to May 1, 2014 is exempt from the provisions of this requirement.
Duplex and Multifamily dwelling units having not more than two bedrooms per unit:	Two covered parking spaces per dwelling unit, and one uncovered guest parking space for every four units.
Duplex and Multifamily dwelling units having more than two bedrooms per unit:	Two covered and one uncovered parking space per dwelling unit, and one uncovered guest parking space for every four units.
Planned Developments in any District where Permitted:	Two covered parking spaces per unit, not in tandem, and one uncovered guest parking space for every four units.
	In situations where the internal streets are twenty-five feet in width, there shall be no on-street parking. In addition, one guest parking space per residence shall be required. In situations where the internal streets are thirty-five feet in width, on-street parking on one side may be allowed. One guest parking space per four residences shall be provided.

Roominghouses and boardinghouses	One parking space per adult guest
Churches, lodges, clubs, community centers, chapels	One parking space for each four seats but not less than one space for each fifteen square feet of the largest meeting hall
Schools, public, private, commercial Hospitals	One parking space for each classroom and office
Hospitals	One parking space per bed plus one space per doctor, plus one space for each two employees on the largest shift
Convalescent hospitals, sanitariums, rest homes	One parking space for each seven beds plus one space for each two employees on the largest shift
Retail stores, services and offices in any district	Five parking spaces for each one thousand square feet of gross leasable area; parking may be off-site within three hundred feet when approved by the planning commission
Drive-in restaurants, any district	One space for each car to be served plus one space for each three seats
Service stations	Two spaces for each working bay plus one space for each employee on the largest shift
Restaurants, bars, cocktail lounges	One space for each three scats but not less than one space for each thirty square feet of gross floor area
Bowling alley, billiard parlor	Five spaces per lane; two spaces per table, plus one space for each two employees on the largest shift
Warehousing, wholesale stores in any district	One space for each one thousand stores in any district square feet of gross floor area; may be off-site within three hundred feet on approval of the planning commission
Manufacturing, heavy industrial uses, heavy commercial uses	Minimum of two spaces for every three employees on the shift having the largest number of employees, but not less than one space for each one thousand square feet of gross floor area. Parking may be off-site within three hundred feet upon approval of the planning commission
Emergency shelters	Sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zoning district

Section 11. Chapter 17.51 Reasonable Accommodation Procedure of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows**:**

17.51.050 Findings and decision.
The written decision to grant or deny a request for reasonable accommodation will be consistent with the Acts and shall be based on consideration of the following factors:

A. Whether the housing, which is the subject of the request, will be used by an individual considered disabled under the Acts;
B. Whether the request for reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Acts;
C. Whether the requested reasonable accommodation would impose an undue financial or administrative burden on the city;
D. Whether the requested reasonable accommodation would require a fundamental alteration in the nature of a city program or law, including, but not limited to, land use or zoning.
E. ~~Potential impact on surrounding uses;~~
F. ~~Physical attributes of the property and structures; and~~
G. ~~Alternative reasonable accommodations that may provide an equivalent level of benefit.~~

Section 12. CEQA. The amendments to Chapters 17.04 17.10 (R-1), 17.11 (R-1.5), 17.12 (R-2), 17.14 (R-3), 17.22 (C-C), 17.26 (C-2), 17.30 – Industrial District, 17.36- Property Development Standards and 17.51- Reasonable Accommodations, to permit certain types of residential uses in zones where residential is already an allowed use and Pursuant to the California Environmental Quality Act (CEQA), the proposed zoning text amendments are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

Section 7. Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase in this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentence, clause or phrases.

Section 8. Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the council voting for and against the ordinance in a newspaper of general circulation in the City of Soledad**.**

This ordinance was introduced and read on the 17th day of December 2025 and was finally adopted on the __ day of [MONTH], 202_ by the following vote.

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

_____
ANNA M VELAZQUEZ, Mayor

Attest:

_____
MEGAN HUNTER, City Manager/Clerk

ORDINANCE NO. 777

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING CHAPTER 17.38- SPECIAL STANDARDS AND REQUIREMENTS, SECTION 17.38.260 - SECOND RESIDENTIAL UNITS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO STATE LAW AND IMPLEMENTATION OF THE SOLEDAD 6TH CYCLE HOUSING ELEMENT

WHEREAS, in 2023, the City of Soledad adopted the 2023–2031 Housing Element of the General Plan, which establishes the City's policies, programs, and objectives for addressing housing needs for all income levels and ensuring compliance with State housing law; and

WHEREAS, the Housing Element includes Program 2.1.3, which directs the City to update its regulations governing Accessory Dwelling Units (ADUs) to encourage their development as a strategy to expand affordable housing opportunities, streamline approvals, and facilitate compliance with State law; and

WHEREAS, the Housing Element identifies the removal of regulatory barriers, simplification of development standards, and alignment of local zoning with State ADU requirements as critical to meeting the City's housing goals; and

WHEREAS, Chapter 17.38 of the Soledad Municipal Code regulates Second Residential Units, and the City desires to update these provisions to implement State law, including the provisions of Senate Bill 9, Assembly Bill 68, and related legislation governing ADUs, junior ADUs, and other accessory residential units; and

WHEREAS, the proposed amendments provide clear development standards for ADUs, including but not limited to maximum unit size, parking requirements, setbacks, height limitations, and permitting procedures, while maintaining neighborhood compatibility; and

WHEREAS, the City's amendments are intended to promote housing choice, increase the availability of affordable housing, and ensure consistency with the City of Soledad 6th Cycle Housing Element; and

WHEREAS, the City now desires to amend Chapter 17.38 , Section 17.38.260 – Second Residential Units of Title 17 of the Soledad Municipal Code to incorporate the above-referenced changes and ensure compliance with State law and the City's Housing Element objectives.

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

Section 1. All of the recitals set forth above are true and correct to the best of its knowledge and by this reference are incorporated herein.

Section 2. Chapter 17.38 – Second Residential Units of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows:

17.38.260 ~~Second residential units~~ Accessory Dwelling Units

~~A. Second Residential UnitAccessory Dwelling Unit Defined. Generally, "second residential unitsaccessory dwelling units" mean an attached or a detached residential dwelling unit that provides complete, independent living facilities for one or more persons, and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is, or will be, situated. An accessory dwelling unit also includes an efficiency unit and a manufactured home, as defined in Section 18007 of the Health and Safety Code. either "accessory dwelling unit" or "junior accessory dwelling unit" pursuant to the provisions in Section 65852.2 of the Government Code. Detailed definitions are included in Section 17.04.030 (definitions).~~

A. ~~B.~~ Locations Permitted. Accessory dwelling units and junior accessory dwelling units are allowed in districts zoned to allow single-family or multifamily uses, subject to the permit requirement of applicable zone districts and compliance with the development standards of this section ~~chapter~~. No more than two units (including accessory dwelling units and junior dwelling units) on a parcel created through a lot split, pursuant to Government Code 65852.21 and 66411.7, shall be allowed.

B. ~~C.~~ Permit Required. An accessory dwelling unit or junior accessory dwelling unit may be attached to or detached from an existing or proposed single-family or multifamily dwelling upon the issuance of a permit in accordance with this section ~~chapter~~. An attached accessory dwelling unit may also be attached to or placed within garages, storage areas or similar uses, or an accessory structure. The planning director shall approve a permit for an accessory dwelling unit and/or junior accessory dwelling unit meeting the development standards of this ~~chapter~~ section and consistent with Title 7, Division 1, Chapter 13 ~~Section 65852.2~~ of the Government Code.

1. Processing of Permit. A permit application for an accessory dwelling unit or a junior accessory dwelling unit shall be considered and approved ministerially without discretionary review or a hearing, in accordance with Section 65901 or 65906 of the Government Code and all local ordinance provisions regulating the issuance of variances or special-use permits, as follows.
    a. On Single-Family Lots.
        i. ~~An attached accessory dwelling unit or junior accessory dwelling unit shall be allowed subject to all of thethe following:~~

            i. ~~(A)~~ One accessory dwelling unit ~~or~~ and one junior accessory dwelling unit per lot ~~is~~ within the proposed or existing conditioned space of a single-family dwelling; or the accessory dwelling unit ~~or junior accessory dwelling unit~~ is within an

existing accessory structure that meets specified requirements such as exterior access and setbacks for fire and safety.
~~(B) The unit may include an expansion of the primary residence of not more than one hundred fifty square feet beyond the current physical dimensions of the existing accessory structure solely to accommodate ingress and egress.~~
~~(C) The unit has exterior access from the proposed or existing single-family dwelling.~~
~~(D) The side and rear setbacks are sufficient for fire and safety.~~
~~(E) The junior accessory dwelling unit complies with the requirements of Section 66333 of the Government Code.~~

ii. A detached, new construction, accessory dwelling unit on a lot with a proposed or existing single-family dwelling that does not exceed four-foot side and rear yard setbacks.

~~One detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks for a lot with a proposed or existing single-family dwelling.~~

~~The unit shall be no more than one thousand two hundred square feet.~~

b. On Multi-Family Lots.
i. An attached accessory dwelling unit shall be allowed subject to the following:

(A) Multifamily structures may be allowed accessory dwelling units in a total amount of up to twenty-five percent of the number of total principal units entitled on the property. At least one accessory dwelling unit must be allowed.

(B) Accessory dwelling units or junior accessory dwelling units may be provided within the portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages, if each unit complies with state building standards for dwellings.

ii. A detached, new construction, accessory dwelling unit shall be allowed subject to the following:

(1) Up to two detached accessory dwelling units are allowed on a lot that has a proposed multifamily dwelling, or

~~(2)~~ Up to eight detached accessory dwelling units are allowed on a lot with an existing multifamily dwelling, not to exceed the number of existing units on the lot. ~~The accessory dwellings are subject to four-foot side and rear yard setbacks and height restrictions provided in Section 17.38.260.E.2.c, as applicable.~~

iii. ~~No more than two accessory dwelling units may be detached from a primary multifamily structure~~

2. The city shall not require, as a condition for ministerial approval of a permit application for the creation of an accessory dwelling unit or a junior accessory dwelling unit, the correction of nonconforming zoning conditions.

3. Timing.

   a. The city shall act on the application to create an accessory dwelling unit or a junior accessory dwelling unit within sixty days from the date the city receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the city does not act within sixty days, the application shall be deemed approved.

   b. If the permit application to create an accessory dwelling unit or a junior accessory dwelling unit is submitted concurrently with a permit application to create a new single-family dwelling on the lot, the city may delay acting on the permit application for the accessory dwelling unit or the junior accessory dwelling unit until the city acts on the permit application to create the new single-family dwelling, but the application to create the accessory dwelling unit or junior accessory dwelling unit shall be considered without discretionary review or hearing.

   c. If the applicant requests a delay, the sixty-day time period shall be tolled for the period of the delay.

   ~~d. If the city denies an application for the accessory dwelling unit or junior accessory dwelling unit, the city will provide in writing a full set of comments within sixty days to the applicant from the date they received a completed application with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.~~

4. The city shall not issue a certificate of occupancy for an accessory dwelling unit before the certificate of occupancy is issued for the primary residence.

C. ~~D.~~ Junior Accessory Dwelling Units. In addition to complying with Section ~~65852.2~~ 66333 of the Government Code, junior accessory dwelling units shall comply with the following:

1. When a junior accessory dwelling unit is permitted, the owner must reside on the property. The owner may reside in either the remaining portion of the structure or the newly created junior accessory dwelling unit. Owner-occupancy shall not be required if the owner is a governmental agency, land trust, housing organization, or other 501(c)(3) organization.

2. Junior accessory dwelling units must be accompanied by a proposed or existing single-family dwelling on a lot zoned for single-family use. A junior accessory dwelling unit must be within the walls of the primary single-family dwelling, including, but not limited to, an attached garage. ~~A junior accessory dwelling unit may not be detached from the proposed or existing primary residence.~~

3. ~~A junior accessory dwelling unit shall include a separate entrance from the main entrance to the proposed or existing primary residence.~~ The maximum number of junior accessory dwelling units shall be one per lot when accompanied by a proposed or existing single-family dwelling. The junior accessory dwelling unit may be in addition to an existing or proposed detached accessory dwelling unit or an existing or proposed attached accessory dwelling unit. In no case shall the total number of primary dwelling and accessory dwelling units/junior dwelling units exceed four on any given lot zoned for single-family residential uses.

4. ~~3.~~ A junior accessory dwelling unit shall include a separate entrance from the main entrance to the proposed or existing primary residence.

5. ~~4.~~ A junior accessory dwelling unit shall include an efficiency kitchen, which shall include:
   a. A cooking facility with appliances; and
   b. A food preparation counter and storage cabinets that are of useable size.

~~5. Parking shall not be required as a condition to permit a junior accessory dwelling unit.~~

6. Sanitation facilities may be separate or shared with the primary dwelling. If shared with the primary dwelling, the junior dwelling units shall provide an interior entry to the living area of the primary dwelling, separate from the exterior access required to the junior dwelling unit.

7. ~~6.~~ No subdivision of this municipal code shall be interpreted to prohibit the requirement of an inspection, including the imposition of a fee for that inspection, to determine if a junior accessory dwelling unit complies with applicable development standards.

8. ~~7.~~ Prior to the issuance of a building permit for a junior accessory dwelling unit, the owner of the lot or parcel on which it is to be constructed shall record a deed restriction in a form satisfactory to the city attorney that includes the following:

    a. A prohibition of the sale of the junior accessory dwelling unit separately from the sale of the primary residence, including a statement that the deed restriction may be enforced against future purchasers; and
    b. A restriction on the size and attributes of the junior accessory dwelling unit that conforms with Section 66333(c) ~~65852.2~~ of the Government Code that regulates accessory dwelling units.

D. ~~E.~~ Development Standards. ~~The following development standards shall apply to all second residential unitsaccessory dwelling units.~~

1. ~~The living area of a detached accessory dwelling unit shall not exceed one thousand two hundred square feet. The increased floor area of an attached accessory dwelling unit shall not exceed fifty percent of the existing primary residence's living area, with a maximum increase in floor area of one thousand two hundred square feet.~~ Attached Dwelling Units.

    a. Floor Area.

        i. An attached accessory dwelling unit shall have a minimum floor area of at least 150 square feet.

        ii. If the accessory dwelling unit expands the existing primary dwelling more than one hundred fifty square feet, then the floor area shall not exceed fifty percent of the existing primary residence's living area, as long as an accessory dwelling unit with one bedroom or fewer is allowed to be at least eight hundred fifty square feet or an accessory dwelling unit with more than one bedroom is allowed to be at least one thousand square feet.

    b. Minimum Setbacks

        i. The minimum side, street side, and rear yard setback shall be four feet, except when converting or replacing an existing attached accessory structure that is less than four feet from the side, street side, or rear yard.

        ii. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not converted from an existing structure or a new structure constructed

in the same location and to the same dimensions as an existing structure.

c. Maximum Height

i. The maximum height of attached accessory dwelling units shall be two stories and twenty-five feet, or the maximum height specified by the base zone district for the primary dwelling, whichever is lower.

ii. An attached accessory dwelling unit that is interior to a primary dwelling that is converted shall not exceed the height of the primary dwelling.

d. Parking Requirements. No parking shall be required for an attached accessory dwelling unit.

e. Attached accessory dwelling units shall comply with all applicable base zone district objective development standards, including limits on lot coverage, objective design standards, floor area ratio, open space, front setbacks, and minimum lot size unless application of any one or more of these standards precludes construction of at least an eight hundred square foot attached accessory dwelling unit with four feet side and rear yard setbacks.

2. Detached Accessory Dwelling Units

a. Floor Area

i. The minimum floor area for a detached accessory dwelling unit shall be one hundred fifty square feet, and the total floor area shall not exceed one thousand two hundred square feet (when the detached accessory dwelling unit is accompanied by an existing or proposed single-family dwelling).

b. Minimum Setbacks

i. The minimum side, street side, and rear-yard setback shall be four feet, except when converting or replacing an existing accessory structure that is less than four feet from the side, street side, or rear yard.

ii. No setback shall be required for an existing living area or accessory structure or a structure constructed in the same location and to the same dimensions as an existing structure that is converted to an accessory dwelling unit or a portion of an accessory dwelling unit, and a setback of no more than four feet from the side and rear lot lines shall be required for an accessory dwelling unit that is not

converted from an existing structure or a new structure constructed in the same location and to the same dimensions as an existing structure.

c. Maximum Height

i. For one-story detached accessory dwelling units, the maximum height shall be sixteen feet.

ii. Where the detached accessory dwelling unit is within a one-half-mile walking distance of a major transit stop or a high-quality transit corridor, as defined in Section 21155 of the California Public Resources Code, or within an existing or proposed multifamily dwelling of more than one story, the maximum height shall be eighteen feet.

iii. For two-story detached accessory dwelling units, the maximum height shall be twenty-five feet.

iv. Height Exceptions.

(A) An additional two feet in height shall be allowed to accommodate a roof pitch on an accessory dwelling unit that is aligned with the roof pitch of the primary dwelling unit.

(B) When an existing accessory structure is converted to a detached accessory dwelling unit, the maximum height may exceed the limits of subparagraph c.(i.) to an amount equal to the height of the existing accessory structure to be converted.

d. Parking.

i. Requirements. A maximum of one parking space shall be required per accessory dwelling unit or per bedroom, whichever is less. These spaces may be provided as tandem parking on a driveway or in front and/or rear setback areas.

ii. Exemptions. No additional off-street parking spaces shall be required for accessory dwelling units in locations meeting any of the following criteria:

(A) The accessory dwelling unit is within one-half-mile walking distance of public transit.

(B) The accessory dwelling unit is within an architecturally and historically significant historic district.

(C) The accessory dwelling unit is part of the proposed or existing primary residence or an accessory structure.

(D) When on-street parking permits are required but not offered to the occupant(s) of the accessory dwelling unit.

(E) There is a car-share vehicle within one block of the accessory dwelling unit.

(F) When a permit application for the accessory dwelling unit is submitted with a permit application to create a new single-family dwelling or a new multifamily dwelling on the same lot, provided that the accessory dwelling unit or the parcel satisfies any other criteria listed in Section 66322(a) of Government Code.

e. Detached accessory dwelling units shall comply with all applicable base zone district objective development standards, including lot coverage, floor area ratio, open space, front setbacks, and minimum lot size, unless the application of any one or more of these standards precludes construction of at least an eight hundred square foot detached accessory dwelling unit.

3. Junior Accessory Dwelling Units

a. Floor Area. The minimum floor area shall be one hundred fifty square feet, and the maximum shall be five hundred square feet.

b. Parking. Parking shall not be required as a condition to permit a junior accessory dwelling unit.

c. Exterior Access. Access shall be provided to the junior accessory dwelling unit independent from the primary dwelling.

4. General Development and Operational Standards

a. When a garage, carport, uncovered parking space, or covered parking structure is removed in conjunction with the construction or conversion of a detached or attached accessory dwelling unit, replacement parking is not required.

b. A demolition permit for a detached garage that is to be replaced with a detached or attached accessory dwelling unit shall be reviewed with the application for the accessory dwelling unit and issued at the same time.

~~2. A second residential unit shall not exceed sixteen feet in height and shall be set back at least four feet from side and rear property lines.~~

~~3. No setback shall be required for an existing living area, garage, or other accessory structure that is converted to a second residential unit (or portion of accessory dwelling unit) with the same dimensions as the existing structure, and a setback of five feet from the side and rear lot lines shall be required for a second residential unit that is constructed above a garage.~~

~~4. Except as otherwise provided in this chapter, the second residential unit shall not increase an existing or create a new encroachment upon any required front, side, or rear yard space, increase building height or coverage beyond the standards prescribed for the district in which it is located, or decrease the distance between structures that is required.~~

~~5. No passageway or entrance within view of a street shall be required in conjunction with the construction of a second residential unit.~~

~~6. A second residential unit shall include a maximum of one bathroom, one kitchen, and one living or dining room.~~

~~7. Both the existing or proposed single-family or multifamily residence and the second residential unit shall contain laundry connections within them.~~

E. ~~8.~~ Fees.

1. ~~a.~~ Notwithstanding any provision to the contrary contained in this code (or in any code adopted by reference in this code), an accessory dwelling unit may be connected to the city sewerage system through a side sewer shared with the existing residence on the site, or it may have its own side sewer. In either case, the connection of the accessory dwelling unit to the city sewerage system is subject to the requirements of this Section 17.38.~~270260~~, including obtaining applicable permits, payment of connection charges (where applicable), and payment of user charges. Accessory dwelling units shall not be considered new residential uses for the purposes of calculating connection fees or capacity charges for utilities, including water, electricity, sewer, and other utilities as defined. Separate metering of utilities is not required for attached or detached accessory dwelling units ~~second residential units~~ unless they are constructed with a new primary dwelling.

2. ~~b.~~ A property owner may be required by the city to conduct and pay for a camera inspection of existing sewer or water pipes on the property to confirm they are working condition before adding a detached accessory dwelling unit ~~ADU~~, new square footage to an existing building to add an accessory dwelling unit ~~ADU~~ or converting non-conditioned space to an accessory dwelling unit ~~ADU~~.

3. ~~c.~~ Fees will be charged for the construction of accessory dwelling units ~~second residential units~~ in accordance with Title 14 of the City of Soledad Municipal Code

and state law. The city, special district, or water corporation shall not impose any impact fee upon the development of an accessory dwelling unit ~~second residential unit~~ less than seven hundred fifty square feet. Impact fees include school fees. School districts are authorized (Section 17620 of the Education Code) but do not have to levy impact fees for ~~ADUs~~ accessory dwelling units greater than five hundred square feet. Accessory dwelling unit ~~ADUs~~ less than five hundred square feet are not subject to school impact fees. Any impact fees charged for an accessory dwelling unit of seven hundred fifty square feet or more shall be charged proportionately in relation to the square footage of the primary dwelling unit.

4. ~~d.~~ A connection fee shall not be collected for water, sewer, power, or other ~~utility~~ utilities for a junior accessory dwelling unit.

F. ~~9.~~ Fire Sprinklers

1. Fire sprinklers are not required for ~~second residential~~ accessory dwelling units if they are not required for the existing or proposed single-family or multifamily residence.
    a. For purposes of fire or life protection regulations, a junior accessory dwelling unit shall not be considered a separate or new dwelling unit.

G. Occupancy. Owner occupancy is not required on a property with an accessory dwelling unit.

H. Rental and Sale Limitations.

1. Rental Limitation. Rental of the accessory dwelling units created pursuant to this section shall be for a term longer than 30 days.

2. Sale and Conveyance.
    a. An ~~second residential unit~~ accessory dwelling unit ~~may be rented, but it~~ shall not be offered for sale apart from the principal unit, nor shall the lot or parcel be subdivided to create a separate building site unless approved pursuant to the subdivision ordinance of this city. ~~No second residential unit may be offered for rental terms of less than thirty days.~~

    b. Notwithstanding Section 17.38.26~~7~~0.H~~E~~.2~~10~~.~~a~~b, the city may, by ordinance, allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if all of the following apply:

        i. The property was built or developed by a qualified nonprofit corporation.

        ii. There is an enforceable restriction on the use of the land pursuant to a recorded contract between the qualified buyer and the qualified nonprofit that satisfies all the requirements of paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code.

iii. The property is held pursuant to a recorded tenancy in common agreement that includes all the following provisions:

(A) The agreement allocates to each qualified buyer an undivided, unequal interest in the property based on the size of the dwelling each qualified buyer occupies.

(B) A repurchase option that requires the qualified buyer to first offer the qualified nonprofit corporation ~~the opportunity~~ to buy the accessory dwelling unit or primary dwelling if the buyer desires to sell or convey the property.

(C) A requirement that the qualified buyer occupy the accessory dwelling unit or primary dwelling as the buyer's principal residence.

(D) Affordability restrictions on the sale and conveyance of the accessory dwelling unit or primary dwelling that ensures the property will be preserved for low-income housing for forty-five years for owner-occupied housing units and will be sold or resold to qualified buyer.

(E) If the tenancy in common agreement is recorded after December 31, 2021, it shall also include all of the following:

(1) Delineation of all areas of the property that are for the exclusive use of a cotenant. Each cotenant shall agree not to claim a right of occupancy to an area delineated for the exclusive use of another cotenant, provided that the latter cotenant's obligations to each of the other cotenants have been satisfied.

(2) Delineation of each cotenant's responsibility for the costs of taxes, insurance, utilities, general maintenance and repair, improvements, and any other costs, obligations, or liabilities associated with the property. This delineation shall only be binding on the parties to the agreement, and shall not supersede or obviate the liability, whether joint and several or otherwise, of the parties for any cost, obligation, or liability associated with the property where such liability is otherwise established by law or by agreement with a third party.

(F) Procedures for dispute resolution among the parties before resorting to legal action.

iv. A grant deed naming the grantor, grantee, and describing the property interests being transferred shall be recorded in the county in which the property is located. A preliminary change of ownership report shall be filed concurrently with this grant deed pursuant to Section 480.3 of the Revenue and Taxation Code.

v. Notwithstanding Section 17.38.260.E.1, if requested by a utility providing service to the primary residence, the accessory dwelling unit has a separate water, sewer, or electrical connection to that utility when an accessory dwelling unit is sold or conveyed separately from the primary residence. ~~Notwithstanding Section 17.38.270E.8.a, if requested by a utility providing service to the primary residence, the accessory dwelling unit has a separate water, sewer, or electrical connection to that utility when an accessory dwelling unit is sold or conveyed separately from the primary residence.~~

~~11.Except as otherwise provided in this chapter, second residential units shall comply with all uniform building codes adopted, and all other applicable laws, rules, and regulations. An accessory dwelling unit may consist of manufactured housing if such housing is permitted in the district in which it is proposed to be located and meets the standards for such housing.~~

~~12. Parking.~~

~~a. Parking provided shall not exceed one space per unit or per bedroom, whichever is less. Such additional space may be a tandem space in a driveway or off-street within setback areas provided in locations approved by the city. Tandem parking and the location of off-street parking within setback areas shall be approved by the city unless specific findings can be and are made that parking in setback areas or tandem parking is not feasible based on specific site or regional topographical or fire and life safety conditions.~~

~~b.If a garage, carport, or covered parking structure is demolished in conjunction with the construction of a second residential unit or is converted to a second residential unit, those off-street parking spaces are not required to be replaced.~~

~~c.No additional off-street parking spaces shall be required for second residential units in locations meeting the following criteria:~~

~~i.The unit is located within one-half-mile walking distance of public transit.~~

~~ii.The unit is located within a historic district.~~

~~iii.The accessory dwelling unit is part of a proposed or existing primary residence or accessory structure.~~

~~iv.On-street parking permits are required but not available to the occupant of the accessory dwelling unit.~~

~~v.There is a car-share vehicle located within one block of the accessory dwelling unit.~~

I. ~~Q.~~ Other Provisions.

1. This section shall not be considered in the application of any local ordinance, policy, or program to limit residential growth.

2. No other local ordinance, policy, or regulation shall be the basis for the delay or denial of a building permit or a use permit under Section 17.38.26~~7~~0.

3. Any covenant, restriction, or condition contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale of any interest in a planned development, and any provision of a governing document, that either effectively prohibits or unreasonably restricts the construction or use of an accessory dwelling unit or junior accessory dwelling unit on a lot zoned for single-family residential use that meets the requirements of Sections 66314 or Section 66333 ~~65852.2 or 65852.22~~ of the Government Code~~,~~ is void and unenforceable.

4. Except as otherwise provided in this section, accessory dwelling units shall comply with all uniform building codes adopted and all other applicable laws, rules, and regulations. An accessory dwelling unit may consist of manufactured housing if such housing is permitted in the district in which it is proposed to be located and meets the standards for such housing.

5. Building code requirements for detached dwellings shall be applied to accessory dwelling units, except that the construction of an accessory dwelling units shall not constitute a Group R occupancy change under the building code, as described in Section 310 of the California Building Code (Title 24 of the California Code of Regulations), unless the city building and safety division makes a written finding based on substantial evidence in the record that the construction of the accessory dwelling unit could have a specific, adverse impact on public health and safety.

J. ~~G.~~ Code Enforcement.

1. The code enforcement officer shall from time to time conduct a review of accessory dwelling units ~~second residential units~~ within the city. The code enforcement officer or designee may enforce all provisions of this code and provisions of state law pertaining to the development, occupation, and maintenance of residential properties and accessory dwelling units, pursuant to the following provisions:

    a. A code enforcement officer may report:
        i. A change in ownership of the lot or parcel of land on which the residential units are situated.

        ii. A change in the occupancy of the residential units that is not in compliance with this section.

2. ~~1.~~ A code enforcement officer may issue to an owner of an accessory dwelling unit ~~second residential unit~~ a notice to correct a violation of any provision of any building standard or any failure to comply with this section. The code enforcement officer shall include in that notice a statement that the owner of the unit has a right to request a delay in enforcement pursuant to the following findings:
    a. ~~i.~~ The accessory dwelling unit ~~second residential unit~~ was built before January 1, 2020.

    b. ~~ii.~~ The accessory dwelling unit ~~second residential unit~~ was built on or after January 1, 2020; however, at the time the unit was built, the city had a noncompliant accessory dwelling unit ordinance, but the unit is compliant at the time the request is made.

3. The owner of an accessory dwelling unit ~~second residential unit~~ that receives a notice to correct violations or abate nuisances, as described in Section 17.38.26~~7~~0.~~G~~J, may submit an application to the city requesting that enforcement of the violation be delayed for up to five years, as long as the violation is not a health and safety issue as determined by the local agency, subject to compliance with Section 66331 of the Government Code and Sections 17980.12(a)-(c) of the Health and Safety Code. ~~on the basis that correcting the violation is not necessary to protect health and safety.~~

    a. The city shall grant an application described in Section 17.38.~~270~~260.~~G~~J.3~~.~~ if it is determined that correcting the violation is not necessary to protect health and safety. In making this determination, the zoning administrator shall consult with the code enforcement officer, building official, and/or the state fire marshal or designee pursuant to Section 13146 of the Health and Safety Code.

    b. The city shall not approve any applications pursuant to this section on or after January 1, 2030. However, any delay that was approved by the city before January 1, 2030, shall be valid for the full term of the delay that was approved at the time of the initial approval of the application pursuant to Section 17.38.~~270G.~~260. J.3(a).

If upon such review, it appears that in a particular case a violation of the provisions of this ~~chapter~~ section has occurred, the code enforcement officer may take such action as deemed necessary by the city attorney to correct any violation.

K. Compliance with State Law. This section is intended to comply with the requirements of Title 7, Division 1, Chapter 13 of ~~Section 65852.2 of~~ the Government Code and any amendments thereto. All accessory and junior accessory dwelling units approved by this section are deemed to not exceed the allowable density for the lot upon which the accessory dwelling unit ~~second residential unit~~ is located, and accessory and junior accessory

dwelling units are a residential use that is consistent with the existing general plan and zoning designations for the lot.

Section 3. CEQA. The amendments to Section 17.38.260 – Second residential units pertain to compliance to State Accessory Dwelling Units and compliance with the City of Soledad 6th Cycle Housing Element. Pursuant to the California Environmental Quality Act (CEQA), the proposed zoning text amendments are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in new significant environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164.

Section 4. Severability. The City council hereby declares every section, paragraph, sentence, clause and phrase in this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentence, clause or phrases.

Section 5. Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the council voting for and against the ordinance in a newspaper of general circulation in the City of Soledad**.**

This ordinance was introduced and read on the 17th day of December 2025 and was finally adopted on the __ day of [MONTH], 202_ by the following vote.

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

_____

ANNA M VELAZQUEZ, Mayor

Attest:

_____

MEGAN HUNTER, City Manager/Clerk

ORDINANCE NO. 778

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING CHAPTER 17.39 DENSITY BONUS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO STATE LAW AND IMPLEMENTATION OF THE SOLEDAD 6TH CYCLE HOUSING ELEMENT

WHEREAS, in 2023, the City of Soledad adopted the 2023–2031 Housing Element of the General Plan, which establishes the City's goals, policies, and implementation programs to meet existing and projected housing needs for all income levels in compliance with State housing law; and

WHEREAS, the Housing Element includes policies and programs designed to facilitate the development of affordable housing, remove barriers to housing production, and align the City's Zoning Code with State housing mandates; and

WHEREAS, Program 2.2.4 of the Housing Element directs the City to adopt and maintain Density Bonus provisions consistent with State Density Bonus Law (California Government Code Sections 65915–65918), to encourage the production of affordable, senior, and special needs housing by providing incentives and regulatory concessions to qualifying developments; and

WHEREAS, Program 5.1.1 of the Housing Element calls for comprehensive zoning updates to ensure consistency with State housing laws and to remove potential governmental constraints to residential development; and

WHEREAS, the City of Soledad obtained a Regional Early Action Planning (REAP 2.0) grant to assist in the implementation of Housing Element programs, including zoning updates, housing incentives, and programs that support equitable, climate-resilient, and infill housing consistent with regional and State goals; and

WHEREAS, the City now desires to amend Chapter 17.39- Density Bonus of Title 17 Zoning of the Soledad Municipal Code to incorporate Density Bonus provisions consistent with State law and to facilitate the implementation of the City's 6th Cycle Housing Element.

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

Section 1. All of the recitals set forth above are true and correct to the best of its knowledge and by this reference are incorporated herein.

Section 2. Chapter 17.39 – Density Bonus of Title 17-Zoning of the Soledad Municipal Code is hereby amended as follows:

17.39.035 Density bonus entitlement.

A. Density bonuses are available to affordable housing developers in accordance with this chapter for the following:

1. Housing developments that include a minimum affordable housing component (Section 17.39.160)~~0100 and Section 17.39.0260A).. .~~

2. Housing developments that include a minimum affordable housing component and a childcare facility (Section 17.39.180~~0120~~).

3. Senior citizen housing developments (Section 17.39.210~~0170~~).

4. Land donations for very low-income housing (Section 17.39.220~~0180~~).

5. Housing developments that are one hundred percent affordable (Section 17.39.170~~0110~~).

6. Housing developments for transitional foster youth, disabled veterans, or homeless persons (Section 17.39.19~~3~~0).

7. Student housing developments (Section 17.39.200~~140~~).

B. For the purpose of calculating a density bonus, the residential units must be on contiguous sites that are the subject of one development application, but do not have to be based upon individual subdivision maps or parcels (Section 65915(i) of the Government Code).

C. The granting of a density bonus, incentives, waivers or reductions of development standards, and parking ratios shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, study, or other discretionary approval (Section 65915(j) of the Government Code). For purposes of this chapter, "study" does not include reasonable documentation to establish eligibility for the density bonus, incentives, waivers or reductions of development standards, and/or parking ratios to demonstrate that they meet their respective definitions set forth in Section 17.04.030.

17.39.040 Density bonus defined.

For the purposes of this chapter, "density bonus" means a density increase of up to those percentages specified in the State Density Bonus Law above the otherwise maximum residential density under the applicable zoning designation on the date the application is deemed complete. ~~at least twenty-five percent over the otherwise maximum allowable residential density under the zoning ordinance and the land use element of the general plan as of the date of filing of an application for development. The density bonus shall not be included when determining the number of housing units which is equal to ten percent or twenty percent of the total.~~

17.39.050 Limitation on entitlement.

If a developer agrees to construct both twenty percent of the total housing units for lower income households and ten percent of the total housing units for very low income households, the developer shall be entitled to only one density bonus and at least one additional concession or incentive identified in Section 17.39.060 of this chapter or in Section 65913.4 of the Government Code; provided, however, that the city, in its discretion, may grant more than one density bonus.

17.39.060 Concession or incentive defined.

For purposes of this chapter, "concession or incentive" means any of the following:

A. Reduction in minimum lot size required for senior citizens projects only;

B. Increase in maximum lot coverage allowed;

C. Reduction in minimum property line or street setbacks required;

D. Reduction in amount of landscaping required;

E. Reduction of minimum distance between buildings on the same property;

F. Reduction in the minimum number of parking spaces required;

G. Allowing additional increases in density;

H. Allowing mixed use (e.g., residential/commercial, residential/office-professional or residential/industrial), if compatible with the proposed housing development and with existing or planned development in the vicinity;

I. Other regulatory concessions, including modification of zoning and architectural design requirements, but only to the extent that such requirements exceed the minimum building standards approved by the State Building Standards Commission as provided in Paragraph 2.5 (commencing with Section 189-01) of Division 3 of the Health and Safety Code;

J. Other financial incentives, including waiver or reduction of applicable fees and charges, the provision of required infrastructure, the use of redevelopment funds, or other forms of direct financial assistance.

17.39.070 Application for concessions or incentives.

A. Application Filing and Processing. When an applicant seeks a density bonus for a housing development that meets the criteria in Section 17.39.035, the affordable housing developer must comply with all the following requirements:

1. File an application for a density bonus in accordance with this section that includes a minimum affordable housing component, whether or not the project also requires or has been granted a conditional use permit or other permit or approval (Section 65915(d)(1) of the Government Code).

2. State in the application the specific minimum affordable housing component proposed for the housing development (Section 65915(b)(2) of the Government Code).

3. Enter into an agreement with the city or its designee pursuant to Section 17.39.310~~0250~~ (affordable housing agreement and equity sharing agreement) to maintain and enforce the affordable housing component of the housing development (Section 65915(c) of the Government Code).

B. Application Fees. Application fees shall be collected in accordance with Section 17.42 (zoning compliance certificates-conditional use permits-variances).

1. If an application for a density bonus requires an unusual amount or specialized type of study required by state law or evaluation by city staff, consultant, or legal counsel, city staff shall estimate the cost thereof and require the applicant to pay an additional fee or make one or more deposits to pay such cost before the study or evaluation is begun. On completion of the study or evaluation, and before the city council decides on the application, city staff shall determine the actual cost of the work and the difference between the actual cost and the amount paid by the applicant, and shall require the applicant to pay any deficiency or shall refund to the applicant any excess.
2. Affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, shall not be imposed on the housing development's affordable units (Section 65915.1 of the Government Code).

17.39.080 Evaluation of application.

The planning commission shall evaluate and make its written recommendation to the city council upon an application for concessions or incentives pursuant to this chapter, based on the following criteria:

(a) The requested concessions or incentive must be economically necessary in order to make the set-aside unit or units affordable as required by this chapter. The materials submitted by the developer must clearly indicate how the requested concession or incentive would make the project economically feasible.

(b) The requested concession or incentive shall not result in a net profit of greater than twenty percent in comparison to the profit that would be made from the development without the density bonus and without the concessions and incentives available to the development under the provisions of this chapter.

(c) The requested concession or incentive shall not be materially detrimental to public health, safety and welfare, nor injurious to property and/or improvements in the vicinity of the development.

(d) The requested concession or incentive shall not result in an overall development pattern that is incompatible with other structures in the immediate vicinity.

17.39.090 Filing and processing of applications.

Applications for concessions and incentives shall be made in writing to the director or designee, who shall determine whether the application is complete and complies with the provisions of this chapter and other applicable laws and regulations. The application shall specify the concession or incentive requested. The director or designee shall, within sixty days after the date on which certifies the application as complete, respond to the request for additional concessions and incentives in one of the following ways:

1. By recommending approval of the request;
2. By recommending modification or disapproval of the request.

If modification or disapproval of the request is recommended, the director or designee shall indicate why the requested concession or incentive is not consistent with those allowed by this chapter and state law. The written recommendation of the director or designee shall be presented

to the city council within forty-five days after the date on which the application is determined by the director or designee to be complete and in compliance, as set forth in this section.

17.39.100 Planning commission action.

Upon receipt of the report and recommendation of the planning director upon an application filed pursuant to this chapter, the planning commission shall hold a public hearing thereon and shall give notice of such hearing pursuant to the provisions of Sections 65090 and 65091 of the Government Code. Following the hearing, the commission shall make its written recommendation to the city council with respect to the application.

17.39.110 City council action.

Upon receipt of the report and recommendation of the director upon an application filed pursuant to this chapter, the city council shall hold a public hearing and give notice of such hearing, pursuant to the provisions of Sections 65090 and 65091 of the Government Code. Following the hearing, the council shall do one of the following:

A. Approve the request contained in the application;

B. Approve a different or modified additional concession or incentive in lieu of one or more requested in the application (within parameters allowed by Sections 65915—65918 of the Government Code); or

C. Disapprove the request.

17.39.120 Provisions applicable to all density bonus development projects.

The following provisions shall apply to both rental and ownership density bonus projects:

A. All set-aside units shall have a bedroom mix and amenities representative of the project as a whole.

B. The total number of housing units allowed under a density bonus shall be calculated by dividing the number of square feet of land available by the number of square feet required per housing unit under the applicable zoning designation and multiplying the result by 1.25. If the result, including the density bonus, contains a fraction of a unit, the number of allowable units shall be determined by rounding that number down to the next lowest full unit.

C. The provisions of this chapter shall run with the land and shall be binding upon future owners of properties within the development. Prior to the issuance of the first building permit for a project, the developer shall record deed restrictions in favor of the city which subject the rental, sales or resale of set-aside units to the provisions of this chapter for a period of thirty years (or a longer period of time for developments that receive federal, state or local construction or mortgage assistance, mortgage insurance or rent subsidies), except that the rental, sale and resale restriction for units for which no additional concession or incentive is granted shall be subject to the provisions of this chapter for a period of ten years.

17.39.130 Provisions applicable to rental density bonus development projects.

A. The following provisions shall apply only to rental density bonus projects:

B. Set-aside units shall be subject to the affordability requirements of this chapter for a period of thirty years (or a longer period of time for developments that receive federal, state or local construction or mortgage assistance, mortgage insurance or rent subsidies), beginning when the units are first available for occupancy, except that set- aside units for which no additional concession or incentive is granted shall be subject to the conditions of this chapter for a period of ten years.

C. Those units targeted for lower income households, as defined in Section 50079.5 of the Health and Safety Code, shall be affordable at a rental that does not exceed thirty percent of sixty percent of area median income; those units targeted for very low income households as defined in Section 50105 of the Health and Safety Code, shall be affordable at a rent that does not exceed thirty percent of fifty percent of area median income.

D. The owner shall submit annually, and within thirty days of occupancy of a set-aside unit, a certificate of compliance, which shall include the name, address and income of each tenant currently occupying a set-aside unit; also a report of the occupancy of all set-aside units for the year prior to the submission of the certificate of compliance.

E. The owner shall maintain and keep on file annual sworn and notarized income statements and current tax returns for all tenants occupying the set-aside units.

F. The city shall have the right to inspect the owner's project-related records at any reasonable time and shall be entitled to audit the owner's records once a year.

G. No subletting of rental set-aside units shall be allowed unless the sublessee qualifies as a very low or low income or senior citizen household and the combined income of all persons occupying the subleases premises, adjusted for family size, does not exceed the income limits set forth in this section.

17.39.140 Provisions applicable to ownership density bonus development projects.

The following provisions shall apply only to ownership density bonus projects:

A. At least ~~ten~~ twenty percent of the units allowed prior to adding in the density bonus units shall be sold to low income households, as defined in Section 50079.5 of the Health and Safety Code, or at least five ~~ten~~ percent of the units allowed prior to adding in the density bonus units shall be sold to very low income households, as defined in Section 50105 of the Health and Safety Code, or at least fifty percent of the units allowed prior to adding in the density bonus units shall be sold to senior citizens, as defined in Section 51.3(c) of the Civil Code.

B. All ownership set-aside units shall be occupied by their purchasers; no renting or leasing shall be allowed.

C. At least twenty percent of the total units in a student housing development are for low-income students and meet the requirements as set forth in Government Code Section 65915 (b)(1)(F).

17.39.150 Effect of proposal for waiver or reduction of development standards.

A proposal for the waiver or reduction of development standards shall neither reduce nor increase the number of incentives or concessions to which the applicant is entitled pursuant to Section 65915(d) of the Government Code.

17.39.160 Density bonus allowance for housing development with affordable housing component.

A. If the requirements of Sections 17.39.035 and 17.39.0840 ~~(property development standards)~~ are met, then the affordable housing developer is entitled to a density bonus pursuant to Section 65915(f) of the Government Code as follows in Table 17.39.100-1.

Table 17.39.100-1
Density Bonus Allowance for Housing Development Projects with Affordable Housing Component

HOUSEHOLD INCOME CATEGORY	MINIMUM PERCENT OF AFFORDABLE UNITS	MINIMUM DENSITY BONUS	ADDITIONAL DENSITY BONUS FOR EACH 1% INCREASE IN AFFORDABLE UNITS	MAXIMUM PERCENT OF AFFORDABLE UNITS	MAXIMUM POSSIBLE DENSITY BONUS
Affordable Housing Development					
Very Low Income[1]	5%	20%	2.5%; 3.75% once 11% units are very low-income	15%	50%
Low Income	10%	20%	1.5%; 3.75% once 20% units are low-income	24%	50%
Moderate Income (For-Sale Units)	10%	5%	1%; 3.75% once 40% units are moderate-income	44%	50%
Endnote: (1) The very low-income category includes the extremely low-income category.					

B. As demonstrated in Table 17.39.100-1, the amount of density bonus to which the applicant is entitled varies according to the amount by which the percentage of affordable units offered by the applicant exceeds the percentage of the minimum affordable housing

component; the applicant may also elect to accept a lesser percentage of density bonus (Government Code Section 65915(f)).

C. Each component of any density calculation, including base density and bonus density, resulting in fractional units shall be separately rounded up to the next whole number (Government Code Section 65915(q)).

17.39.170 Density bonus for housing developments with one hundred percent affordable housing.

A. Criteria. For a density bonus to be granted pursuant to Section 17.39.040.A.5, one hundred percent of the total units, exclusive of a manager's unit or units, must be developed for lower-income households, as defined by Section 50079.5 of the Health and Safety Code.

1. Exception. Up to twenty percent of the total units in the development may be for moderate-income households, as defined in Section 50053 of the Health and Safety Code.

B. Density Bonus Allowance. If the requirements of Section 17.39.040.A.5. are met, then an applicant for a housing development with one hundred percent affordable housing is entitled to:

1. Except as otherwise provided, the density bonus shall be up to eighty percent of the number of units for lower-income households.

C. Other Allowances.

1. If the project is located within one-half mile of a major transit stop as defined in subdivision (b) of Section 21155 of the Public Resources Code:

a. The applicant may also receive a height increase of up to three additional stories or thirty-three feet.

b. The city shall not impose any maximum controls on density. If no maximum controls on density are imposed on a project, then the development will only be eligible for waivers or reductions of development standards provided in Section 17.39.2~~1~~70.

17.39.180 Density bonus for housing development with affordable housing component and childcare facility.

A. Criteria. For a density bonus to be granted pursuant to Section 17.39.0120B for including a minimum affordable housing component with a childcare facility in a housing development, all of the following must be satisfied:

1. Compliance with Section 17.39.040 (Government Code Section 65915(h)(1)).

2. The housing development must include a childcare facility that will be located on the premises of, as part of, or adjacent to, the housing development (Government Code Section 65915(h)(1)).

3. Approval of the housing development must be conditioned to ensure that both of the following occur:

a. The childcare facility must remain in operation for a period of time that is as long as or longer than the period of time during which the density bonus units are required to remain affordable pursuant to Section 17.39.310~~0250~~ (Government Code Section 65915(h)(2)(A)).

b. Of the children who attend the childcare facility, the children of very low-income households, low-income households, or families of moderate-income households must equal a percentage that is equal to or greater than the percentage of dwelling units that are required under the respective minimum affordable housing component income category for which the density bonus is sought (Government Code Section 65915(h)(2)(B)).

4. The city has not made a finding based upon substantial evidence that the community has adequate childcare facilities (Government Code Section 65915(h)(3)).

B. Density Bonus Allowance. If the requirements of Subsection 17.39.0120A are met, then an applicant for a housing development with an affordable housing component and childcare facility is entitled to a density bonus pursuant to Section 17.39.0100 (density bonus allowance for housing development with affordable housing component) and either:

1. An additional concession or incentive that contributes significantly to the economic feasibility of the construction of the childcare facility (Government Code Section 65915(h)(1)(B)); or

2. An additional density bonus that is an amount of square feet of residential space that is equal to or greater than the amount of square feet in the childcare facility (Government Code Section 65915(h)(1)(A)).

17.39.190 Density bonus for housing development for transitional foster youth, disabled veterans, or homeless persons.

A. Requirements. An applicant for a housing development with ten percent of total units dedicated to transitional foster youth, as defined in Section 66025.9 of the Education Code, disabled veterans, as defined in Section 18541, or homeless persons, as defined in the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11301 et seq.). The units described in this subparagraph shall be subject to a recorded affordability restriction of fifty-five years (or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program) and shall be provided at the same affordability level as very-low-income units.

B. Density Bonus. The density bonus shall be twenty percent of the number units provided for transitional foster youth, disabled veterans, or homeless persons (Section 65915(f)(3) of the Government Code).

17.39.200 Density bonus for housing development for lower-income students.

A. Criteria. An applicant for a housing development with at least twenty percent of total units for lower income students in a student housing development must meet the following requirements:

1. All units in the student housing development will be used exclusively for undergraduate, graduate, or professional students enrolled full time at an institution of

higher education accredited by the Western Association of Schools and Colleges or the Accrediting Commission for Community and Junior Colleges. In order to be eligible under this subclause, the developer shall, as a condition of receiving a certificate of occupancy, provide evidence to the city, county, or city and county that the developer has entered into an operating agreement or master lease with one or more institutions of higher education for the institution or institutions to occupy all units of the student housing development with students from that institution or institutions. An operating agreement or master lease entered into pursuant to this subclause is not violated or breached if, in any subsequent year, there are not sufficient students enrolled in an institution of higher education to fill all units in the student housing development.

2. The applicable twenty percent units will be used for lower-income students.

3. The rent provided in the applicable units of the development for lower income students shall be calculated at thirty percent of sixty-five percent of the area median income for a single-room occupancy unit type.

4. The development will provide priority for the applicable affordable units for lower income students experiencing homelessness. A homeless service provider, as defined in Section 103577.e.3. of the Health and Safety Code, or institution of higher education that has knowledge of a person's homeless status may verify a person's status as homeless for purposes of this subclause.

B. Student Housing Unit. For purposes of calculating a density bonus granted pursuant to this subparagraph, the term "unit" as used in this section means one rental bed and its pro rata share of associated common area facilities. The units described in this subparagraph shall be subject to a recorded affordability restriction of fifty-five years (or a longer period of time if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program).

C. Density Bonus. The density bonus shall be thirty-five percent of the number of student housing units <u>for projects providing twenty percent of total units for lower income students and an additional three and three-quarters (3.75%) percentage points for every additional percentage of lower income student unit</u> (Government Code Section 65915(f)(3)(<u>C</u>)).

17.39.210 Density bonus for senior citizen housing development.

An applicant for a senior citizen housing development, as defined in Sections 51.3 and 51.12 of the Civil Code, or a mobile home park that limits residency based on age requirements for housing for older persons pursuant to Sections 798.76 or 799.5 of the Civil Code is entitled to a density bonus of twenty percent of the number of senior citizen housing development units (Government Code Sections 65915(b)(1)(C) and 65915(f)(3)(<u>A</u>)).

17.39.220 Density bonus for land donations.

A. Criteria. For a density bonus for a qualified land donation to be granted pursuant to Section 17.39.0180, all the requirements of this section must be met.

1. The applicant must be applying for a tentative subdivision map, parcel map, or other residential development approval (Government Code Section 65915(g)(1)).

2. The application must include at least a ten percent minimum affordable housing component for very low-income households (Government Code Section 65915(g)(1)).

3. The applicant must agree to donate and transfer qualified land, which is land that meets both the following criteria:

    a. The developable acreage and zoning classification of the land being transferred must be sufficient to permit construction of units affordable to very low-income households in an amount not less than ten percent of the number of residential units of the proposed development pursuant to Section 65915(g)(2)(B) of the Government Code.

    b. The transferred land must be at least one acre in size or of sufficient size to permit development of at least forty units, have the appropriate general plan land use designation, be zoned with appropriate development standards for development at the density described in Section 65583.2(c)(3) of the Government Code, and is or will be served by adequate public facilities and infrastructure (Government Code Section 65915(g)(2)(C)).

4. The qualified land must be transferred to the city or to a housing developer approved by the city. The city may require the applicant to identify and transfer the land to an approved housing developer (Government Code Section 65915(g)(2)(F)).

5. The qualified land must have all of the permits and approvals, other than building permits, necessary for the development of the very low-income housing affordable units on the qualified land, not later than the date of approval of the final subdivision map, parcel map, or residential development application filed. However, the city may subject the proposed development to subsequent design review to the extent authorized by Section 65583.2(i) of the Government Code if the design is not reviewed by the city prior to the time of transfer (Government Code Section 65915(g)(2)(D)).

6. The qualified land must be donated and transferred no later than the date of approval of the final subdivision map, parcel map, or residential development application (Government Code Section 65915(g)(2)(A)).

7. The qualified land and the affordable units must be subject to a deed restriction ensuring continued affordability of the units consistent with Section 17.39.180~~0200~~, which must be recorded against the qualified land at the time of the transfer (Government Code Section 65915(g)(2)(E)).

8. The qualified land must be within the boundary of the proposed development or, if the city agrees, within a quarter mile of the boundary of the proposed development (Government Code Section 65915(g)(2)(G)).

9. A proposed source of funding for the very low-income household units must be identified not later than the date of approval of the final subdivision map, parcel map, or residential development application (Government Code Section 65915(g)(2)(H)).

B. Density Bonus Allowance for Qualified Land Donation for Very Low-Income Housing. If the requirements of Section 17.39.180.A are satisfied, the applicant shall be entitled to at least a fifteen percent increase above the otherwise maximum allowable residential density

for the entire development, as follows in Table 17.39.180-1 (Government Code Section 65915(g)(1)).

Table 17.39.180-1
Density Bonus Allowances for Qualified Land Donation Projects

HOUSEHOLD INCOME CATEGORY	MINIMUM PERCENT OF VERY LOW-INCOME UNITS	MINIMUM DENSITY BONUS	ADDITIONAL DENSITY BONUS FOR EACH 1% INCREASE IN VERY LOW-INCOME UNITS	MAXIMUM PERCENT OF VERY LOW-INCOME UNITS	MAXIMUM POSSIBLE DENSITY BONUS
Very-Low-Income Housing	10% of entire development	15%	1%	30% of entire development	3~~6~~5% (max. combined)

C. All density calculations resulting in fractional units shall be rounded up to the next whole number (Government Code Section 65915(g)(2)).

17.39.230 Floor area ratio density bonus.

A. A floor area ratio density bonus may be granted to an eligible housing development, upon request of the developer, in lieu of a density bonus awarded based on dwelling units per acre.

1. In calculating the floor area ratio bonus pursuant to this section, the allowable gross residential area in square feet shall be the product of all the following amounts:

   a. The allowable residential base density in dwelling units per acre.

   b. The site area in square feet, divided by forty-three thousand five hundred sixty.

   c. Two thousand two hundred fifty.

2. The city council shall not impose any parking requirement on an eligible housing development in excess of 0.1 parking spaces per unit that is affordable to persons and families with a household income equal or less than one hundred twenty percent of the area median income and 0.5 parking spaces per unit that is offered at market rate.

3. An applicant seeking to develop an eligible residential development shall be allowed to calculate impact fees based on square feet, instead of on a per-unit basis. Any affordable housing impact fees generated by the housing development, including inclusionary zoning fees and in-lieu fees, will not be levied on the housing development's affordable units (Government Code Section 65915.1).

4. If an eligible housing development is zoned for mixed-use purposes, any floor area ratio requirement under a zoning ordinance or land use element of the general plan applicable to the nonresidential portion of the eligible residential development, shall

continue to apply notwithstanding the award of a floor area ratio bonus in accordance with this section.

5. An applicant for a floor area ratio bonus may also submit to the city a proposal for specific incentives or concessions pursuant to Section 17.39.0180.

17.39.240 Affordable housing incentives.

A. Subsections 65915(d), (j), (k) and (l) of the Government Code govern the following provisions regarding affordable housing incentives.

B. Qualifications for Incentives. Subject to Section 17.39.260~~0200~~, all of the following applicable requirements must be satisfied to be granted an incentive(s) pursuant to Section 17.39.~~0~~26000 and Section 17.39.250~~0170~~:

1. The applicant for an incentive must also be an applicant for a density bonus and qualify for a density bonus pursuant to Section 17.39.035~~040~~ (Government Code Section 65915(d)(1)).

2. A specific written proposal for an incentive(s) must be submitted with the application for density bonus (Government Code Section 65915(b)(1) and (d)(1)).

3. If an incentive(s) pursuant to Sections 17.39.260~~0200~~ and 17.39.270~~0190~~ is sought, the applicant must establish that each requested incentive would result in identifiable and actual cost reductions for the qualified housing development (Government Code Section 65915(k)(1) and 65915(k)(3)).

4. If an incentive(s) pursuant to Subsection 17.39.260.~~0200~~A~~B~~.2 is sought, the applicant must establish that requirements of that section are met (Government Code Section 65915(k)(2)).

5. If an additional incentive for a childcare facility is sought pursuant to Section 17.39.270~~0120~~, the applicant must establish that requirements of that section are met (Government Code Section 65915(h)(1)(B)).

6. The granting of an incentive shall not be interpreted, in and of itself, to require a general plan amendment, zoning change, study, or other discretionary approval (Government Code Section 65915(j)). An incentive is applicable only to the project for which it is granted. An applicant for an incentive may request a meeting with the community development director (director) and, if requested, the director will meet with the applicant to discuss the proposal (Government Code Section 65915(d)(1)).

C. Types of Incentives. For the purposes of this chapter, incentive means any of the following:

1. A reduction in site development standards or a modification of development code requirements or design guidelines that exceed the minimum building standards approved by the California Building Standards Commission as provided in Part 2.5 (commencing with Section 18901) of Division 13 of the Health and Safety Code, including, but not limited to, a reduction in setback and square footage requirements and in the ratio of vehicular parking spaces that would otherwise be required that results in identifiable and actual cost reductions, to provide for affordable housing

costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in Section 17.39.130~~0250~~. (Government Code Section 65915(k)(1)).

2. Approval of mixed-use zoning in conjunction with the qualified housing development if commercial, office, industrial or other land uses will reduce the cost of the qualified housing development and if the commercial, office, industrial or other land uses are compatible with the qualified housing development and the existing or planned development in the area where the proposed qualified housing development will be located (Government Code Section 65915(k)(2)).

3. Other regulatory incentives proposed by the affordable housing developer or the city that result in identifiable and actual cost reductions, to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in Section 17.39.130~~0250~~. (Government Code Section 65915(k)(3)).

4. Nothing in this section limits or requires the provision of direct financial incentives by the city for the qualified housing development, including the provision of publicly owned land, or the waiver of fees or dedication requirements (Government Code Section 65915(l)).

17.39.250 Number of incentives granted.

A. Subject to Section 17.39.035~~200~~, the applicant who meets the requirements of Section 17.39.035~~200~~ shall receive the following incentives and as shown in Table 17.39.~~0190~~250-1.

1. One incentive or concession for qualified housing development projects that include at least five percent for very low-income households, at least ten percent of the total units for low-income households, or at least ten percent for persons and families of moderate-income households in a development in which units are for sale (Government Code Section 65915(d)(2)(A)).

2. Two incentives or concessions for qualified housing development projects that include at least ten percent for very low-income households, at least seventeen percent of the total units for low-income households, or at least twenty percent for persons and families of moderate-income households in a development in which the units are for sale (Government Code Section 65915(d)(2)(B)).

3. Three incentives or concessions for qualified housing development projects that include at least fifteen percent for very low-income households, at least twenty-four percent of the total units for low-income households, or at least thirty percent for persons and families of moderate-income households in a development in which the units are for sale (Government Code Section 65915(d)(2)(C)).

4. ~~Four~~ Five incentives or concessions for qualified housing development projects pursuant to Section 17.39.170~~011~~. If the project is located within one-half mile of a major transit stop as defined in subdivision (b) of Section 21155 of the Public Resources Code, the applicant shall also receive a height increase of up to three additional stories, or thirty-three feet (Government Code Section 65915(d)(2)(D)).

a. Where one hundred percent of all units in the development, including total units and density bonus units, but exclusive of manager's unit or units, are for lower income households, the project is eligible for five incentives or concessions, with the exception that up to twenty percent of the units in the development may be for moderate income (Government Code Section 65915 (b)(1)(G) and (d)(2)(D)).

5. One incentive or concession for projects that include at least twenty percent of the total units for lower income students in a student housing development (Government Code Section 65915(d)(2)(E)).

6. Four incentives or concessions for projects that include at least sixteen percent of the units for very low income households or at least forty-five percent for persons and families of moderate income in a development in which the units are for sale (Government Code Section 65915(d)(2)(F)).

B. A qualified housing development proposal that includes a childcare facility shall be granted an additional incentive that contributes significantly to the economic feasibility of the construction of the childcare facility (Government Code Section 65915(h)(1)(B)).

Table 17.39.250-1
Incentive Allowances for Qualified Housing Developments

INCOME CATEGORY	MINIMUM % OF AFFORDABLE UNITS				
Very Low Income	5%	10%	15%	16% ~~80%-100%~~	
Low Income	10%	17%	24%		80-100%
Moderate Income: For-Sale Units	10%	20%	30%	45%	~~45%~~
Moderate Income: For-Rent Units	n/a	n/a	n/a	n/a ~~Up to 20%~~	Up to 20% ~~45%~~
Lower-Income Student Housing	20%	23% ~~n/a~~	n/a	n/a	n/a
Incentives/Concessions Allowed	1	2	3	4~~4~~	5

17.39.260 Criteria for denial of application for incentives.

A. Except as otherwise provided in this chapter or by state law, if the requirements of Section 17.39.240 are met, the city shall grant the incentive(s) that are authorized by Section 17.39.250 unless a written finding, based upon substantial evidence, is made with respect to any of the following, in which case the city may refuse to grant the incentive(s):

1. The incentive does not result in identifiable and actual cost reductions, consistent with Section 17.39.240~~190N~~ to provide for affordable housing costs, as defined in Section 50052.5 of the Health and Safety Code, or for rents for the targeted units to be set as specified in Section 17.39.035~~230~~ (Government Code Section 65915(d)(1)(A)).

2. The incentive would have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon the public health and safety on any real property that is listed in the California Register of Historical Resources and for which there is no feasible method to satisfactorily mitigate or avoid the specific, adverse impact without rendering the development unaffordable to low- and moderate-income households (Government Code Section 65915(d)(1)(B); Government Code Section 65915 (d)(3)).

3. The incentive would be contrary to state or federal law (Government Code Section 65915(d)(1)(C)).

4. The community has adequate childcare facilities as demonstrated by substantial evidence, in which case the additional incentive for a childcare facility pursuant to Section 17.39.180~~0200~~ may be denied (Government Code Section 65915(h)(3)).

17.39.270 Waiver or modification of development standards.

A. Requirements for Waiver or Modification of Development Standards.

1. Application. To qualify for a waiver or reduction of one or more development standards, the applicant must submit a written application (together with an application for a qualified housing development) that states the specific development standard(s) sought to be modified or waived and the basis of the request(Government Code Section 65915(e)(1)). An applicant for a waiver or modification of development standard(s) pursuant to this section may request a meeting with the director to review the proposal. If requested, the director shall meet with the applicant (Government Code Section 65915(e)(1)). An application for the waiver or reduction of development standard(s) pursuant to this section shall neither reduce nor increase the number of incentives to which the applicant is entitled pursuant to Section 17.39.~~0~~26~~5~~0~~0~~ (Government Code Section 65915(e)(2)).

2. Findings. All the following findings must be made for each waiver or reduction requested:

a. The development standard for which a waiver or reduction is requested will have the effect of physically precluding the construction of the proposed qualified housing development at the densities or with the incentives permitted under this chapter (Government Code Section 65915(e)(1)).

b. The requested waiver or reduction of a development standard will not have a specific, adverse impact, as defined in Government Code Section 65589.5(d)(2), upon the health or safety or, if such a specific, adverse impact exists, there is a feasible method to satisfactorily mitigate or avoid the specific, adverse impact (Government Code Section 65915(e)(1)).

c. The requested waiver or reduction of a development standard will not have an adverse impact on any real property that is listed in the California Register of Historical Resources (Government Code Section 65915(e)(1)).

d. The requested waiver or reduction of a development standard is not contrary to state or federal law (Government Code Section 65915(e)(1)).

3. Additional Waivers or Modifications of Development Standards. A housing development that receives a waiver from maximum controls on density pursuant to Section 17.39.230~~1790~~ is only eligible for a waiver or reduction in development standards as provided in Section 17.39.230~~1790~~.A, unless the city agrees to additional waivers or reductions of development standards.

4. Granting Application for Waiver or Modification of Development Standards. If the requirements of Section 17.39.290~~0210~~ are satisfied, the application for waiver or modification of development standard(s) shall be granted, and the city shall not apply a development standard that will have the effect of physically precluding the construction of a qualified housing development at the densities or with the incentives permitted by this chapter (Government Code Section 65915(e)(1)).

17.39.280 Parking standard modifications for qualified housing developments.

A. Requirements for Parking Standard Modifications. Parking standard modifications pursuant to Section 17.39.270~~0240~~ are available only for qualified housing developments. An application for parking standard modifications stating the specific modification requested pursuant to Section 17.39.270~~0240~~ must be submitted with the qualified housing development application (Government Code Section 65915(p)(6)).

B. Parking Standard Modifications. If the requirements of Section 17.39.270~~0240~~ are met, the vehicular parking ratio, inclusive of parking for persons with a disability and guests, shall not exceed the following ratios (Government Code Section 65915(p)(1)), except where noted under Section 17.39.280~~240~~.C (exceptions):

1. Zero to one bedroom: one on-site parking space.

2. Two to three bedrooms: one and one-half on-site parking spaces.

3. Four and more bedrooms: two and one-half on-site parking spaces.

4. One bedspace in a student housing development: zero parking spaces.

C. Exceptions. Upon request of the applicant, the following maximum parking standards shall apply, inclusive of parking for persons with a disability and guests, to the entire housing development subject to this chapter, as required by Government Code Section 65915(p)(2):

1. A maximum of one-half parking spaces per bedroom shall apply when all the following conditions apply:

   a. The development includes either:

      i. At least eleven percent very low-income units for housing developments meeting the criteria in Section 17.39.~~0~~160~~00~~; or

      ii. At least twenty percent low-income units for housing developments meeting the criteria in Section 17.39.~~0~~160~~00~~; or

      iii. At least forty percent moderate-income units for housing developments meeting the criteria in Section 17.39.~~0~~160~~00~~.

   b. The development is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code.

c. There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments which may include, but are not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.

2. No vehicular parking standards shall apply when ~~all~~ any of the following conditions apply:

a. The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.

b. The development is located within one-half mile of a major transit stop, as defined in subdivision (b) of Section 21155 of the Public Resources Code and there is unobstructed access to the major transit stop from the development.

~~c. There is unobstructed access to the major transit stop from the development. A development shall have unobstructed access to a major transit stop if a resident is able to access the major transit stop without encountering natural or constructed impediments which may include, but are not limited to, freeways, rivers, mountains, and bodies of water, but does not include residential structures, shopping centers, parking lots, or rails used for transit.~~

~~3. No vehicular parking standards shall apply when all the following conditions apply:~~

~~a. The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.~~

c. ~~b.~~ The development is for individuals who are sixty-two years of age or older and which complies with Sections 51.2 and 51.3 of the Civil Code.

d. ~~c.~~ The development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.

~~4. No minimum vehicular parking standards shall apply when all the following conditions apply:~~

~~a.The development consists solely of rental units, exclusive of a manager's unit or units, with an affordable housing cost to lower-income families, as provided in Section 50052.5 of the Health and Safety Code.~~

e. ~~d.~~ The development is either:

i. A special needs housing development, as defined in Section 51312 of the Health and Safety Code, or

ii. A supportive housing development, as defined in Section 50675.14 of the Health and Safety Code.

~~c. If the development is a special needs housing development shall have either paratransit service or unobstructed access, within one-half mile, to fixed bus route service that operates at least eight times per day.~~

D. If the total number of parking spaces required for the qualified housing development is other than a whole number, the number shall be rounded up to the next whole number. For purposes of this section, "on-site parking" may be provided through tandem parking or uncovered parking, but not through on-street parking (Government Code Section 65915(p)(4~~5~~)).

E. Except as otherwise provided in this section, all other provisions of Chapter 19.82 (off-street parking and loading) applicable to residential development apply.

F. An applicant may request additional parking incentives beyond those provided in this section if applied for pursuant to Section 17.39.270~~0160~~ (Government Code Section 65915(p)(5~~6~~)).

G. Notwithstanding allowances in Section 17.39.270~~0240~~, if the city or an independent consultant has conducted an area-wide or jurisdiction-wide parking study in the last seven years, then the city may impose a higher vehicular parking ratio not to exceed the ratio described in Section 17.39.270~~0240~~, based on substantial evidence found in the parking study that includes, but is not limited to, an analysis of parking availability, differing levels of transit access, walkability access to transit services, the potential for shared parking, the effect of parking requirements on the cost of market-rate and subsidized developments, and the lower rates of car ownership for low- and very low- income individuals, including seniors and special-needs individuals. The city shall pay the costs of any new study. The city shall make findings, based on a parking study completed in conformity with this paragraph, supporting the need for the higher parking ratio (Government Code Section 65915(p)(7)).

17.39.290 Density bonus and affordable housing incentive program.

A. Project Design and Phasing. Projects seeking an affordable housing benefit pursuant to this chapter must comply with the following requirements, unless otherwise specified in writing by the Director:

1. Location/Dispersal of Units. Affordable units shall be reasonably dispersed throughout the development where feasible and shall contain on average the same (or greater) number of bedrooms as the market-rate units.

2. Phasing. If a project is to be developed in phases, each phase must contain the same or substantially similar proportion of affordable units and market-rate units.

3. Exterior Appearance. The exterior appearance and quality of the affordable units must be similar to the market-rate units. The exterior materials and improvements of the affordable units must be similar to, and architecturally compatible with, the market-rate units.

B. Application Requirements. An application for one or more affordable housing benefits must be submitted as follows:

1. Each affordable housing benefit requested must be specifically stated in writing on the application form provided by the city.
2. The application must include the information and documents necessary to establish that the requirements of this chapter are satisfied for each affordable housing benefit requested, including:
    a. For density bonus requests, that the requirements of Section 17.39.0540 are met;
    b. For incentive requests, that the requirements of Section 17.39.160 are met;
    c. For development standard waiver or modification requests, that the requirements of Section 17.39.2700 are met; and/or
    d. For parking standard modification requests, that the requirements of Section 17.39.2800 are met.
3. The application must be submitted concurrently with a complete application for a qualified housing development. When notifying the applicant for a density bonus whether the application is complete, the city shall also notify the applicant of:
    a. The amount of density bonus for which the applicant is eligible: and
    b. If a parking ratio is requested by the applicant, the parking ratio for which the applicant is eligible; and
    c. If the applicant requests incentives or concessions, or waivers or reductions of development standards, the city/county will notify the applicant whether the applicant has provided adequate information for the city/county to make a determination as to those incentives, concessions, or waivers or reductions of development standards.
4. The application must include a site plan that complies with and includes the following:
    a. For senior citizen housing development projects, the number and location of proposed total units and density bonus units.
    b. For all qualified housing development projects other than senior citizen housing development projects, the number and location of proposed total units, affordable units, and density bonus units. The density bonus units shall be permitted in geographic areas of the qualified housing development other than the areas where the affordable units are located (Government Code Section 65915(i)).
    c. The location, design, and phasing criteria required by Section 17.39.2250, including any proposed development standard(s) modifications or waivers pursuant to Section 17.39.2710.
5. The application for a qualified housing development must state the level of affordability of the affordable units and include a proposal for compliance with Section 17.39.310270 for ensuring affordability.
6. If a density bonus is requested for a qualified land donation pursuant to Section 17.39.220160, the application must show the location of the qualified land in addition to including sufficient information to establish that each requirement in Section 17.39.220160 has been met.

7. If an additional density bonus or incentive is requested for a childcare facility pursuant to Section 17.39.180~~20 and/or Section 17.39.210~~, the application shall show the location and square footage of the childcare facility in addition to including sufficient information to establish that each requirement in Section 17.39.18~~2~~0 and/or Section 17.39.280~~20~~.B. has been met.

C. An application for an affordable housing benefit under this chapter will not be processed until all of the provisions of this section are complied with as determined by the director and shall be processed concurrently with the application for the qualified housing development project for which the affordable housing benefit is sought. Prior to the submittal of an application for a qualified housing development, an applicant may submit to the director a preliminary proposal for affordable housing benefits. The director shall, within 90 days of receipt of a written proposal, notify the applicant of the director's preliminary response and schedule a meeting with the applicant to discuss the proposal and the director's preliminary response.

D. The city shall adjust the amount of density bonus and parking ratios awarded based on any changes to the project during development.

17.39.300 Determination on density bonus and affordable housing incentive program requirements.

A. The decision-making body for the underlying qualified housing development application is authorized to approve or deny an application for an affordable housing benefit in accordance with this chapter.

1. Affordable Housing Benefit Determinations. An application for an affordable housing benefit shall be granted if the requirements of this chapter are satisfied unless:

   a. The application is for an incentive for which a finding is made in accordance with Section 17.39.20~~3~~0; or

   b. The underlying application for the qualified housing development is not approved independent of and without consideration of the application for the affordable housing benefit.

2. Affordable Housing Benefit Compliance Provisions. To ensure compliance with this chapter and state law, approval of an application for an affordable housing benefit may be subject to, without limitation:

   a. The imposition of conditions of approval to the qualified housing development, including imposition of fees necessary to monitor and enforce the provisions of this chapter;

   b. An affordable housing agreement and, if applicable, an equity-sharing agreement pursuant to Section 17.39.310~~270~~; and

   c. Recorded deed restriction implementing conditions of approval and/or contractual or legally mandated provisions.

3. A decision regarding an affordable housing benefit application is subject to the appeal provisions of Section 19.46 (appeals).

17.39.310 Affordable housing agreement and equity-sharing agreement.

A. General Requirements. No density bonus pursuant to Section 17.39.0540 shall be granted unless and until the affordable housing developer, or its designee approved in writing by the director, enters into an affordable housing agreement and, if applicable, an equity-sharing agreement, with the city or its designee pursuant to and in compliance with this section (Government Code Section 65915(c)). The agreements shall be in the form provided by the city, which shall contain terms and conditions mandated by, or necessary to implement, state law and this article. The director may designate a qualified administrator or entity to administer the provisions of this section on behalf of the city. The affordable housing agreement shall be recorded prior to, or concurrently with, final map recordation or, where the qualified housing development does not include a map, prior to issuance of a building permit for any structure on the site. The director is hereby authorized to enter into the agreements authorized by this section on behalf of the city upon approval of the agreements by city attorney/county counsel for legal form and sufficiency.

B. Affordable Housing Agreement.

1. The affordable housing developer of a qualified housing development based upon the inclusion of low-income and/or very low-income affordable rental units must enter into an agreement with the city to maintain the continued affordability of the affordable units for fifty-five years (for rental units) or forty-five years (for for-sale units), or a longer period if required by the construction or mortgage financing assistance program, mortgage insurance program, or rental subsidy program, as follows (Government Code Section 65915(c)(1)(A)).

2. Agreement Conditions. The agreement shall establish specific compliance standards and specific remedies available to the city if such compliance standards are not met. The agreement shall, among other things, specify the number of lower-income affordable units by number of bedrooms; standards for qualifying household incomes or other qualifying criteria, such as age; standards for maximum rents or sales prices; the person responsible for certifying tenant or owner incomes; procedures by which vacancies will be filled and units sold; required annual report and monitoring fees; restrictions imposed on lower-income affordable units on sale or transfer; and methods of enforcing such restrictions.

3. Determining Rent. Rents for the lower-income affordable units that qualified the housing development for the density bonus pursuant to Section 17.39.0540 shall be set and maintained at an affordable rent (Government Code Section 65915(c)(1)). The agreement shall set rents for the lower-income density bonus units at an affordable rent, as defined in California Health and Safety Code Section 50053.

a. Exceptions—Rental Units. In a rental housing development with one hundred percent of units affordable to lower-income households per Section 17.39.1710, rents would be governed as follows. At least twenty percent of the units in the development would be rented at affordable rents and the rent for the rest of the units would be set at an amount consistent with the maximum rent levels for a housing development that receives an allocation of state or federal low-income housing tax credits from the California Tax Credit Allocation Committee.

4. Senior Units. At least thirty-five senior citizen housing development units are maintained and available for rent or sale to senior citizens, as defined in Civil Code Section 51.3.

C. Equity Sharing Agreement.

1. The affordable housing developer of a qualified housing development based upon the inclusion of very low, low, or moderate-income affordable units in a development in which units are for sale must ensure that a for-sale unit that qualified the applicant for the award of the density bonus meets either of the following conditions:

   a. The unit is initially occupied by a person or family of a very low, low, or moderate-income household. The unit is offered at an affordable housing cost as defined in the Health and Safety Code Section 50052.5 (Government Code Section 65915(c)(2)) and is subject to an equity sharing agreement.

   b. The unit is purchased by a qualified nonprofit housing corporation pursuant to a recorded contract that satisfies all of the requirements specified in paragraph (10) of subdivision (a) of Section 402.1 of the Revenue and Taxation Code and that includes all of the following:

      i. A repurchase option that requires a subsequent purchaser of the property that desires to resell or convey the property to offer the qualified nonprofit corporation the right to repurchase the property prior to selling or conveying that property to any other purchaser.

      ii. An equity sharing agreement.

      iii. Affordability restrictions on the sale and conveyance of the property that ensure that the property will be preserved for lower income housing for at least forty-five years for owner-occupied housing units and will be sold or resold only to persons or families of very low, low, or moderate income, as defined in Section 50052.5 of the Health and Safety Code.

2. The city shall enforce the equity-sharing agreement unless it is in conflict with the requirements of another public funding source or law (Government Code Section 65915(c)(2)). The equity-sharing agreement shall be between the city and the buyer or the developer and the buyer if the developer is the seller of the unit. The following provisions will be included in the equity-sharing agreement:

   a. Upon resale, the seller of the unit shall retain the value of improvements, the down payment, and the seller's proportionate share of appreciation. The city shall recapture any initial subsidy, as defined in subparagraph (ii), and its proportionate share of appreciation, as defined in subparagraph (iii), which amount shall be used within five years for any of the purposes described in Health and Safety Code Section 33334.2(e) that promote homeownership (Government Code Section 65915(c)(2)(C)).

   b. The city's initial subsidy shall be equal to the fair market value of the unit at the time of initial sale minus the initial sale price to the moderate-income household, plus the amount of any down payment assistance or mortgage assistance. If upon resale the market value is lower than the initial market value, then the value at the

time of the resale shall be used as the initial market value (Government Code Section 65915(c)(2)(C)).

c. The city's proportionate share of appreciation shall be equal to the ratio of the city's initial subsidy to the fair market value of the unit at the time of initial sale (Government Code Section 65915(c)(2)(C)).

d. If the unit is purchased by a qualified nonprofit housing corporation pursuant to Section 17.39.310~~250~~.C, the city may enter into a contract with the qualified nonprofit housing corporation under which the qualified nonprofit housing corporation would recapture any initial subsidy and its proportionate share of appreciation if the qualified nonprofit housing corporation is required to use one hundred percent of the proceeds to promote homeownership for lower-income households as defined by Health and Safety Code Section 50079.5 within the city's jurisdiction (Government Code Section 65915(c)(2)(C)).

4. Criteria for Denial of Application for a Density Bonus and Incentive. An applicant is ineligible for a density bonus or any other incentives under this chapter if the housing development is proposed on any property that includes a parcel or parcels where rental dwelling units are; or, if the dwelling units have been vacated or demolished in the five-year period preceding the application, have been subject to:

a. A recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of lower or very low income; or

b. Any other form of rent or price control through a public entity's valid exercise of its police power; or occupied by lower-income households, unless the proposed housing development replaces those units, and either of the following applies:

i. The proposed housing development, inclusive of the units replaced pursuant to this paragraph, contains affordable units at the percentages set forth in subdivision (2) below.

ii. Each unit in the development, exclusive of a manager's unit or units, is affordable to, and occupied by, a lower-income household.

This does not apply to an applicant seeking a density bonus for a proposed housing development if the applicant's application was submitted to, or processed by the city before January 1, 2015.

c. Replacement. The term "replace" in Section 17.39.310 means either of the following:

i. If any dwelling units described in paragraph (4) above are occupied on the date of application, the proposed housing development must provide at least the same number of units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those households in occupancy. If the income category of the household in occupancy is not known, it will be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by

the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database. For unoccupied dwelling units described in subparagraph (4) above in a development with occupied units, the proposed housing development will provide units of equivalent size to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as the last household in occupancy. If the income category of the last household in occupancy is not known, it will be rebuttably presumed that lower income renter households occupied these units in the same proportion of lower income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database.

ii. If all dwelling units described in paragraph (4) have been vacated or demolished within the five-year period preceding the application, the proposed housing development must provide at least the same number of units of equivalent size as existed at the highpoint of those units in the five-year period preceding the application to be made available at affordable rent or affordable housing cost to, and occupied by, persons and families in the same or lower income category as those persons and families in occupancy at that time, if known. If the incomes of the persons and families in occupancy at the highpoint is not known, it must be rebuttably presumed that low-income and very low-income renter households occupied these units in the same proportion of low-income and very low income renter households to all renter households within the jurisdiction, as determined by the most recently available data from the United States Department of Housing and Urban Development's Comprehensive Housing Affordability Strategy database.

If the replacement units will be rental dwelling units, these units are subject to a recorded affordability restriction for at least fifty-five years. If the proposed development is for-sale units, the units replaced are subject to an equity-sharing agreement pursuant to paragraph (3) above.

d. For any dwelling unit described in paragraph (4) that is or was, within the five-year period preceding the application, subject to a form of rent or price control through a local government's valid exercise of its police power and that is or was occupied by persons or families above lower income, the city may either:

i. Require that the replacement units be made available at affordable rent or affordable housing cost to, and occupied by, low-income persons or families. If the replacement units will be rental dwelling units, these units are subject to a recorded affordability restriction for at least fifty-five years. If the proposed development is for-sale units, the units replaced are subject to paragraph (3).

ii. Minimum Affordable Housing Component and Childcare Facility. If an additional density bonus or incentive is granted because a childcare facility is

included in the qualified housing development, the affordable housing agreement shall also include the affordable housing developer's obligations pursuant to Section 17.39.18~~2~~0 for maintaining a childcare facility, if not otherwise addressed through conditions of approval.

17.39.320 Density bonus or incentives for condominium conversion projects.

A. Requirements for Density Bonus or Incentive for Condominium Conversion Projects.

1. Applicant to convert apartments to a condominium project agrees to provide at least:

a. Thirty-three percent of the total units of the proposed condominium project to persons and families of moderate-income households, or

b. Fifteen percent of the total units of the proposed condominium project to persons and families of low-income households.

2. If applicant agrees to pay for the reasonably necessary administrative costs incurred by the city pursuant to this section, the city shall either:

a. Grant a density bonus, or

b. Provide other incentives of equivalent financial value (Government Code Section 65915.5(a)).

B. Definition of Density Bonus for Condominium Conversion Projects. If the requirements of Section 17.39.330~~0260~~.A are met, then the condominium conversion project will be entitled to an increase in units of twenty-five percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion from apartments to condominiums (Government Code Section 65915.5(b)).

C. Presubmittal Preliminary Proposals for Density Bonus or Incentive for Condominium Conversion Projects. Prior to the submittal of a formal request for subdivision map approval or other application for necessary discretionary approvals, an applicant to convert apartments to a condominium project may submit to the director a preliminary proposal for density bonus or other incentives of equivalent financial value. The director shall, within ninety days of receipt of a written proposal, notify the applicant of the director's preliminary response and schedule a meeting with the applicant to discuss the proposal and the director's preliminary response (Government Code Section 65915.5(d)).

D. Application for Density Bonus or Incentives for Condominium Conversion Projects. An applicant must submit a completed application provided by the city for a density bonus or for other incentives of equivalent financial value. The application must be submitted concurrently with the application for the condominium conversion project. The application must include the following:

1. All information and documentation necessary to establish that the requirements of Section 17.39.320~~260~~ are met.

2. The proposal for a density bonus or the proposal for other incentives of equivalent financial value.

3. Site plans demonstrating the location of the units to be converted, the affordable units, the market-rate units, and the density bonus units in the condominium conversion project.

4. Any other information and documentation requested by the city to determine if the requirements of Section 17.39.320~~260~~ are met.

E. Both the application for a density bonus or other incentives of equivalent financial value and the application for the condominium conversion must be complete before the application for a density bonus or other incentives of equivalent financial value will be considered.

F. Granting Density Bonus or Incentive for Condominium Conversion Projects.

1. Approval.

a. If the requirements of Section 17.39.320~~260~~ are met, the decision-making body for the condominium conversion project application is authorized to grant an application for a density bonus or other incentives of equivalent financial value, subject to Section 17.39.320~~260~~.

b. Reasonable conditions may be placed on the granting of a density bonus or other incentives of equivalent financial value that are found appropriate, including, but not limited to, entering into an affordable housing agreement pursuant to Section 17.39.310~~250~~, which ensures continued affordability of units to subsequent purchasers who are persons and families of moderate-income households or low-income households (Government Code Section 65915.5(a)).

2. Ineligibility. An applicant shall be ineligible for a density bonus or other incentives of equivalent financial value if the apartments proposed for conversion constitute a qualified housing development for which a density bonus as defined in Section 17.39.05~~4~~0 or other incentives were provided (Government Code Section 65915.5(f)).

3. Decision on Condominium Conversion Project. Nothing in this section shall be construed to require the city to approve a proposal to convert apartments to condominiums (Government Code Section 65915.5(e)).

17.39.325 Request for Density Bonus in Commercial Development.

A. Requirements for Density Bonus or Incentive for Condominium Conversion Projects.

1. An applicant to convert apartments to a condominium project agrees to provide at least:

a. Thirty-three percent of the total units of the proposed condominium project for moderate-income households, or

b. Fifteen percent of the total units of the proposed condominium project for low-income households.

2. If applicant agrees to pay for the reasonably necessary administrative costs incurred by the city pursuant to this section, the city shall either:

a. Grant a density bonus, or

b. Provide other incentives of equivalent financial value (Government Code Section 65915.5(a)).

B. Definition of Density Bonus for Condominium Conversion Projects. If the requirements of Section 17.39.320.A are met, then the condominium conversion project will be entitled to an increase in units of twenty-five percent over the number of apartments, to be provided within the existing structure or structures proposed for conversion from apartments to condominiums

17.39.330 Enforcement provisions.

A. Occupancy. Prior to occupancy of an affordable unit, the household's eligibility for occupancy of the affordable unit must be demonstrated to the city. This provision applies throughout the restricted time periods pursuant to Section 17.39.310~~250~~ and applies to any change in ownership or tenancy, including subletting, of the affordable unit.

B. Ongoing Compliance. Upon request, the affordable housing developer must show that the affordable units are continually in compliance with this chapter and the terms of the affordable housing agreement. Upon thirty-day notice, the city may perform an audit to determine compliance with this chapter and the terms of any agreement or restriction.

C. Enforcement. The city has the authority to enforce the provisions of this chapter, the terms of affordable housing agreements and equity sharing agreements, deed restrictions, covenants, resale restrictions, promissory notes, deed of trust, conditions of approval, permit conditions, and any other requirements placed on the affordable units or the approval of the qualified housing development. In addition to the enforcement powers granted in this chapter, the city may, at its discretion, take any other enforcement action permitted by law, including those authorized by city ordinances. Such enforcement actions may include, but are not limited to, a civil action for specific performance of the restrictions and agreement(s), damages for breach of contract, restitution, and injunctive relief. The remedies provided for herein shall be cumulative and not exclusive and shall not preclude the city from seeking any other remedy or relief to which it otherwise would be entitled under law or equity.

Section 3. CEQA. Pursuant to the California Environmental Quality Act (CEQA), the zoning text amendments to Chapter 17.39- Density Bonus of Title 17 of the Soledad Municipal Code, are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

Section 4. Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase in this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentence, clause or phrases.

Section 5. Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the council voting for and against the ordinance in a newspaper of general circulation in the City of Soledad**.**

This ordinance was introduced and read on the 17th day of December 2025 and was finally adopted on the __ day of [MONTH], 202_ by the following vote.

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

_____
ANNA M VELAZQUEZ, Mayor

Attest:

_____
MEGAN HUNTER, City Manager/Clerk

RESOLUTION NO. 2025-08

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOLEDAD RECOMMENDING ADOPTION OF ORDINANCE NO. 776, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING VARIOUS SECTIONS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO ALLOWABLE USES TO THE CITY COUNCIL OF THE CITY OF SOLEDAD

WHEREAS, in 2023, the City of Soledad adopted the 2023–2031 Housing Element of the General Plan, establishing policies and implementation programs to meet housing needs for all income levels, remove governmental constraints, promote infill development, and ensure consistency with State housing laws; and

WHEREAS, Housing Element Programs 3.1.5 and 5.1.1 direct the City to update its zoning regulations to address allowable uses, residential care facilities, emergency shelters, condominiums, minimum density standards, R-1 development standards, and Reasonable Accommodation procedures, to expand housing choices, support affordability, and ensure equitable access to housing; and

WHEREAS, the proposed amendments are intended to facilitate housing production, streamline development processes, and provide clear regulatory standards for a variety of residential types, including special needs and supportive housing; and

WHEREAS, the City received REAP 2.0 funding to support these zoning updates, which advance regional housing goals, promote infill development, reduce barriers to housing, and help the City meet its RHNA targets while complying with State housing law and climate and equity objectives; and

WHEREAS, Ordinance No. 776 proposes comprehensive amendments to Title 17 (Zoning) to implement the above-referenced Housing Element programs, remove governmental constraints, clarify development standards, and enhance consistency and predictability for applicants and developers; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 20, 2025, reviewed the staff report and supporting materials, considered public testimony, and determined that the amendments are consistent with the General Plan, advance Housing Element objectives, and support the City's long-term housing goals; and

WHEREAS, the Planning Commission finds the project is exempt from the California Environmental Quality Act (CEQA) where the proposed zoning text amendments are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These

amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Soledad hereby recommends that the City Council adopt Ordinance No. 776 based upon the findings set forth in the attached Exhibit "A."

PASSED AND ADOPTED at a duly noticed Special Meeting of the Planning Commission of the City of Soledad, this 20th day of November 2025, by the following vote:

AYES, and in favor thereof Commissioners: Co-Chair Sergio Diaz, Commissioner Roberto Cruz, Commissioner Lorenzo Sanchez
NOES, Commissioners:
ABSENT, Commissioners: Chair Josie Perez-Aguilera, Commissioner Sandy Fuerte
ABSTAIN, Commissioners:

S.D
Sergio Diaz (Nov 26, 2025 11:33:58 PST)
Sergio Diaz, Co-Chair

ATTEST:

Beatriz Trujillo
Beatriz Trujillo (Nov 25, 2025 15:19:25 MST)
Beatriz Trujillo, Secretary

RESOLUTION NO. 2025-09

A RESOLUTION OF THE SOLEDAD PLANNING COMMISSION RECOMMENDING ADOPTION OF ORDINANCE NO. 777, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING CHAPTER 17.38.260- SECONDARY RESIDENTIAL UNITS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO STATE LAW AND IMPLEMENTATION OF THE SOLEDAD 6TH CYCLE HOUSING ELEMENT TO CITY COUNCIL OF THE CITY OF SOLEDAD

WHEREAS, the City of Soledad adopted its 2023–2031 Housing Element on November 15, 2023, establishing goals, policies, and implementation programs to facilitate housing production, remove regulatory barriers, and ensure compliance with State housing laws; and

WHEREAS, Housing Element Program 2.1.3 specifically directs the City to update its Accessory Dwelling Unit (ADU) regulations to expand housing opportunities for all income levels, simplify the approval process, and fully align the Soledad Municipal Code with recent State legislation; and

WHEREAS, State law, including but not limited to AB 68, AB 881, SB 9, and Government Code Sections 65852.2 and 65852.22, requires local jurisdictions to allow ADUs and Junior ADUs (JADUs) by right in residential zones, adopt objective development standards, and ensure permit processing is streamlined and ministerial; and

WHEREAS, the proposed amendments to Chapter 17.38 of Title 17 to update Section 17.38.260 and other associated sections to ensure compliance with State law, clarify development standards, improve internal consistency within the Zoning Code, and promote the production of ADUs and JADUs as an important component of local housing supply; and

WHEREAS, the proposed ordinance establishes objective standards relating to ADU size, height, setbacks, parking, architectural compatibility, and conversion of existing structures, and clarifies procedures for ministerial review consistent with State-mandated timeframes; and

WHEREAS, adoption of Ordinance No. 777 will implement Housing Element goals to increase infill housing opportunities, support aging-in-place, provide more affordable housing choices, and reduce regulatory constraints on housing development; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 20, 2025, reviewed the staff report, draft ordinance, supporting documents, and public testimony, and determined that the proposed amendments are consistent with the General Plan, including the Housing Element; and

WHEREAS, the Planning Commission finds the project is exempt from the California Environmental Quality Act (CEQA) where the proposed zoning text amendments are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact

Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Soledad hereby recommends that the City Council adopt Ordinance No. 777 based upon the findings set forth in the attached Exhibit "A."

PASSED AND ADOPTED at a duly noticed Special Meeting of the Planning Commission of the City of Soledad, this 20th day of November 2025, by the following vote:

AYES, and in favor thereof Commissioners: Co-Chair Sergio Diaz, Commissioner Roberto Cruz, Commissioner Lorenzo Sanchez
NOES, Commissioners:
ABSENT, Commissioners: Chair Josie Perez-Aguilera, Commissioner Sandy Fuerte
ABSTAIN, Commissioners:

Sergio Diaz (Nov 26, 2025 11:34:40 PST)

Sergio Diaz, Co-Chair

ATTEST:

Beatriz Trujillo
Beatriz Trujillo (Nov 25, 2025 15:19:35 MST)

Beatriz Trujillo, Secretary

RESOLUTION NO. 2025-10

A RESOLUTION OF THE SOLEDAD PLANNING COMMISSION RECOMMENDING ADOPTION OF ORDINANCE NO. 778, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING CHAPTER 17.39- DENSITY BONUS OF TITLE 17-ZONING OF THE SOLEDAD MUNICIPAL CODE TO INCORPORATE NEW REGULATIONS PERTAINING TO STATE LAW AND IMPLEMENTATION OF THE SOLEDAD 6TH CYCLE HOUSING ELEMENT TO CITY COUNCIL OF THE CITY OF SOLEDAD

WHEREAS, the City of Soledad adopted its 2023–2031 Housing Element to ensure the provision of adequate sites, reduce barriers to housing production, and support the development of housing affordable to all income levels, senior, and special needs households; and

WHEREAS, Housing Element Program 2.2.4 specifically directs the City to maintain and update its Density Bonus Ordinance to remain consistent with State Density Bonus Law, thereby incentivizing the production of affordable housing, senior housing, and housing for persons with special needs; and

WHEREAS, State Density Bonus Law (Government Code Sections 65915–65918), as amended by recent legislation including but not limited to AB 2345, AB 1763, AB 682, and SB 290, requires local jurisdictions to offer density bonuses, incentives, concessions, waivers, and reduced parking requirements to qualifying housing developments that provide affordable, senior, or special needs housing; and

WHEREAS, Ordinance No. 778 proposes comprehensive updates to Chapter 17.39 of the Soledad Municipal Code to ensure full compliance with State law, improve clarity and usability, establish objective standards for incentives and concessions, and facilitate the production of affordable housing consistent with the goals and programs of the Housing Element; and

WHEREAS, the proposed amendments further clarify eligibility criteria, application procedures, review processes, and calculation methods for density bonuses, incentives, waivers, and parking reductions, thereby creating a predictable and transparent regulatory framework for housing developers; and

WHEREAS, adoption of Ordinance No. 778 will help implement the City's long-term housing strategies by removing regulatory obstacles, supporting infill development, promoting mixed-income communities, and contributing to the City's Regional Housing Needs Allocation (RHNA) goals; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 20, 2025, reviewed the staff report and supporting materials, considered public testimony, and determined that the amendments are consistent with the General Plan, advance Housing Element objectives, and support the City's long-term housing goals; and

WHEREAS, the Planning Commission finds the project is exempt from the California Environmental Quality Act (CEQA) where the proposed zoning text amendments are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR). The amendments do not result in significant new environmental effects or a substantial increase in the severity of previously identified impacts. Therefore, no additional environmental review is required under CEQA Guidelines Sections 15162 and 15164. These amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Soledad hereby recommends that the City Council adopt Ordinance No. 776 based upon the findings set forth in the attached Exhibit "A."

PASSED AND ADOPTED at a duly noticed Special Meeting of the Planning Commission of the City of Soledad, this 20th day of November 2025, by the following vote:

AYES, and in favor thereof Commissioners: Co-Chair Sergio Diaz, Commissioner Roberto Cruz, Commissioner Lorenzo Sanchez
NOES, Commissioners:
ABSENT, Commissioners: Chair Josie Perez-Aguilera, Commissioner Sandy Fuerte
ABSTAIN, Commissioners:

Sergio Diaz (Nov 26, 2025 11:35:39 PST)

Sergio Diaz, Co-Chair

ATTEST:

Beatriz Trujillo
Beatriz Trujillo (Nov 25, 2025 15:20:18 MST)

Beatriz Trujillo, Secretary

HOUSING IMPLEMENTATION ZONING AMENDMENTS

City of Soledad

December 17, 2025

PLACEWORKS

OVERVIEW



1. Implement the 2023-2031 6th Cycle Housing Element
2. Align zoning with State Housing Laws
3. Support REAP 2.0 Goals –Obtained $79,985 for Implementation
4. Facilitate infill & affordable housing

PLACEWORKS

CITY COUNCIL ACTION



Approve Ord. No 776, 777, 778:

- As presented
- With adjustments to the proposed language or clarifications

Upon Approval:

- Forward recommendation to the City Council
- Submit to State

PLACEWORKS

ORD. NO. 776 – ALLOWABLE USES & GENERAL ZONING AMENDMENTS

1

Housing Element Programs

Various Code updates and allowable uses

Reasonable Accommodation: removes findings, alternative measures and development standards to help streamline approval

2

Allowable Uses

Residential Care Facilities are Permitted in all zoning districts that allow housing

Emergency Shelters sections standards updated to comply with SB 2 for a faster and clearer process

Condominiums are permitted in R-1, R-1.5, R-2 and R-3 zones, where before they needed a CUP

3

Density Changes

Density in the R-2 zone was set with a minimum density of 9 du/ac & not to exceed 22 du/ac (before was 12 du/ac)

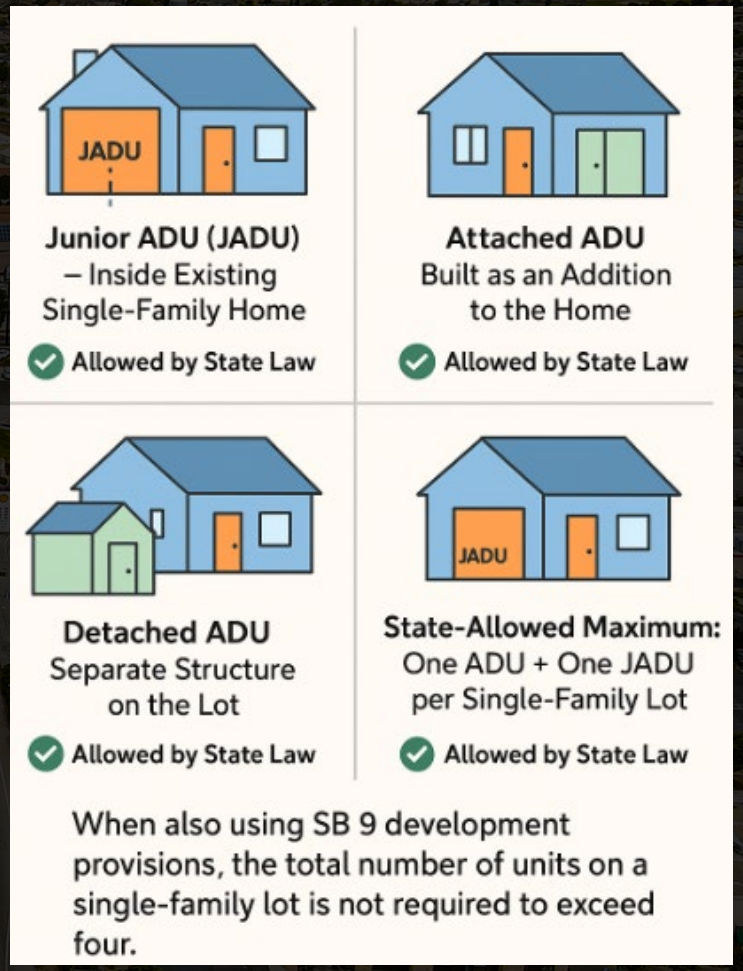
R-1 standards for lot sizes were changed from 6,000 sq ft to 5,000 sq ft

ORD. NO. 777 – ACCESSORY DWELLING UNITS (ADUs)

1 Locations Permitted

- Owner Occupancy required for JADU's (<500 sq ft), but no longer for any type of ADU's
- One JADU and ADU allowed per lot

Unit Type	Allowed on Same Lot	Notes
JADU + Detached ADU	✅ Allowed	Owner-occupancy required for JADU & ≤ 500 sq ft.
Attached Garage JADU + Detached ADU	✅ Allowed	Must be ≤ 500 sq. ft. for JADU & Owner-occupancy required
Primary Dwellling + ADU Secondary Dwelling + ADU	✅ Allowed only through SB 9 lot split	A large lot split into two lots- Owner Occupancy required



ORD. NO. 777 – ACCESSORY DWELLING UNITS (ADUs)

2 Development Standards

- Defined - Floor area, setbacks for existing accessory structures (grandfathered in)
- Added Maximum height to be 2 stories or by the base of the zoning district or primary home, whichever is lower
- No more parking requirements for Attached ADU's



ORD. NO. 778 – DENSITY BONUS

1

Housing Element Programs

Program 2.2.4 of the Housing Element directs the City to adopt and maintain Density Bonus provisions consistent with State Density Bonus Law

2

Definitions & Process

Clarifies key terms such as- “Affordable units,” “Very low-income households,”& “Senior housing”

Establishes a clear process for requesting density bonuses, concessions, and incentives

Defines eligibility criteria for mixed-use developments & land donation projects

3

Improves Transparency & Consistency

Includes reference tables that summarize: allowed density bonuses & applicable incentives and concessions

Ensures consistent and transparent implementation of State law

GENERAL PLAN & HOUSING ELEMENT COMPLIANCE

1. L-10 accommodate needed housing while maintaining an appropriate balance between residential and employment-generating uses
2. L-12 by maintaining an adequate supply of appropriately designated land to meet projected household growth, providing opportunities for moderate- and below-moderate-income housing
3. H-2 by ensuring sufficient vacant and underutilized land is zoned to meet the City's RHNA-identified housing needs, consistent with regional growth expectations established by AMBAG.
4. Directly support and implement the City's recently adopted 2023–2031 Housing Element

PLACEWORKS

PLANNING COMMISSION DISCUSSION



- **Planning Commission recommended approval** of the zoning amendments **with no modifications.**
- **Primary discussion topics:** ADU ordinance and parking requirements.
- Inquired about potential **fee deferrals or incentives** for ADU projects that add on-site parking.
- Expressed interest in exploring **alternative development standards**, including options for **parking in front yard areas**.
- **No changes** to the proposed ordinance language were recommended.
- Staff will **relay Commission feedback** to the City Council for consideration in future amendments.

PLACEWORKS

CITY COUNCIL ACTION



Approve Ord No. 776, 777, 778:

- As presented
- With adjustments to the proposed language or clarifications

CEQA: Ordinance No. 776, 777 and 778, are consistent with the environmental analysis conducted for the City of Soledad 6th Cycle Housing Element, which was evaluated under an Addendum to the certified General Plan Environmental Impact Report (EIR).

Upon Approval:

- Forward recommendation to the City Council
- Submit to State

PLACEWORKS

HOUSING IMPLEMENTATION ZONING AMENDMENTS

THANK YOU!

PLACEWORKS

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Introduction, Waiver of Reading, and First Reading by Title Only of Ordinance No. 774, Ordinance of the City Council of the City of Soledad Amending the Downtown Specific Plan Section 2.0- Zones of Chapter 5.0- Development Code and Chapter 10.0- Definitions, to Establish Separate Veterinary Services and Animal Boarding Uses and to Conditionally Allow Small-Scale Veterinary Services in the Downtown Core District**

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

FROM: **Beatriz Trujillo, Community and Economic Development Director and Ariana Mora, Senior Planner**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider waiver of reading, introduction and reading by title only of Ordinance No. 774, an Ordinance of City Council of the City of Soledad Amending the Downtown Specific Plan Section 2.0- Zones of Chapter 5.0- Development Code and Chapter 10.0- Definitions, to Establish Separate Veterinary Services and Animal Boarding Uses and to Conditionally Allow Small Scale Veterinary Services in the Downtown Core District.

Executive Summary

The City of Soledad is advancing targeted amendments to the Downtown Soledad Specific Plan to clarify land use regulations and support a more vibrant and economically resilient downtown. These updates respond directly to City Council direction to reevaluate how veterinary services are regulated in Soledad and to ensure the Specific Plan supports appropriate small-scale service uses. The proposed revisions modify Section 2.0 – Zones of Chapter 5.0 – Development Code and Chapter 10.0 – Definitions to establish distinct land use categories for Veterinary Services and Animal Boarding and to allow Small-Scale Veterinary Services as a conditional use within the Downtown Core District.

These refinements are intended to resolve existing ambiguities in the Plan, ensure consistent application of land use standards, and provide clear pathways for small service-oriented businesses to operate within the downtown area. The proposed amendments were initially reviewed by the Soledad Planning Commission on November 20, 2025, and recommended adoption of Ordinance No. 774 to the City Council. The ordinance is now before the City Council for introduction and first reading, with final adoption scheduled for January 14, 2026.

Background

The Downtown Soledad Specific Plan (DSP) establishes five distinct zoning districts, each with tailored development standards and land use regulations designed to reinforce the intended character and function of the downtown area. Within these districts, land uses are classified as Permitted (P), Minor Use Permit (MUP), Conditional Use Permit (CUP), or Prohibited (-). Permitted uses are typically reviewed administratively, while MUPs and CUPs require ministerial or discretionary processes that include public noticing. This framework enables the City to manage growth, ensure land use compatibility, and maintain a balanced mix of commercial, residential, and light industrial uses in the Downtown.

In response to the City Council's interest in expanding access to animal services, staff initiated a review of how veterinary uses are regulated within the DSP. Because the proposed revisions represented a meaningful policy shift, staff presented the concept to the City Council on October 15, 2025. Following this discussion, the City Council directed staff to prepare amendments to the DSP that would create clearer land use distinctions for veterinary-related services and expand opportunities for small-scale, appointment-based veterinary care in the Downtown Soledad.

Consistent with this direction, staff is proposing Ordinance No. 774, which introduces amendments to the DSP to establish separate veterinary service and animal boarding use categories and to allow small-scale veterinary services in the Downtown Core District with appropriate limitations. Because the proposed ordinances include policy updates to the Downtown Specific Plan and the Soledad Municipal Code, the amendments are required to be reviewed by the Soledad Planning Commission prior to consideration by the City Council. On November 20, 2025, the Planning Commission reviewed the proposed ordinances and recommended adoption.

Upon introduction and first reading, the City Council will consider Ordinance No. 774, which is scheduled for adoption at a Public Hearing during the regular City Council meeting on January 14, 2026. The proposed amendments are to be reviewed by the Council to consider whether they accurately reflect and implement the Council's direction, as noted previously.

Review & Analysis

The DSP establishes five zoning districts, as seen in Map 1 attached to this report, each with land use regulations tailored to support its intended character and geographic context. This structure provides development flexibility while preserving the City's long-term vision for a vibrant and balanced Downtown Soledad. As community needs evolve, periodic updates to the DSP are necessary to ensure it continues to support essential services and contributes to residents' quality of life.

One identified gap in allowed uses relates to veterinary services. Although veterinary clinics are conditionally permitted in several DSP districts, they remain explicitly prohibited in the Downtown Core (DC) District. This restriction has become increasingly challenging for the community, particularly following the closure of Soledad's only veterinary clinic. With a growing population and increased pet ownership, residents now have limited access to basic veterinary care and must frequently travel outside the city for vaccinations, wellness checks, and spay/neuter services.

Expanding access to limited-service veterinary care within the DC District would help address this need while maintaining compatibility with surrounding uses. Small-scale, appointment-based outpatient clinics, without overnight boarding or outdoor kennels, are low-intensity operations that align with the DSP's land use goals and support public health and animal welfare throughout South

Monterey County.

Existing Veterinary Use Allowances in the DSP

Downtown Core District – Prohibited
Downtown Edge -Conditionally Allowed (MUP)
Monterey Street District – Conditionally allowed (CUP)
Railroad Corridor District – Conditionally allowed (MUP)
Gateway District – Conditionally allowed (MUP)

Proposed Amendments to the Downtown Specific Plan (Ordinance No. 774)

To enable small-scale veterinary services in the DC District while maintaining clear distinctions between compatible and higher impact uses, staff recommends the following text amendments:

1. Amend Chapter 5.0 – Development Code, Section 2.0 – Zones, to:
    - Establish separate use categories for Veterinary Services and Animal Boarding/Daycare.
    - Allow Veterinary Services as a Minor Use Permit (MUP) use within the Downtown Core District, all other districts will reflect the proposed use category changes but keep the existing permit requirements.
    - Maintain Animal Boarding/Daycare as a prohibited use in the Downtown Core District
2. Amend Chapter 10.0 – Definitions, to:
    - Update the definition of "Veterinary Services" to clarify that permitted activities include spay/neuter procedures, vaccinations, and wellness care conducted on an outpatient, appointment-only basis.
    - Clarify that overnight animal boarding is not included within the definition of Veterinary Services.
    - Establish a distinct definition for "Animal Boarding/Daycare" as a separate use involving overnight stays or extended care and prohibit this use in the DC District.

General Plan and Downtown Specific Plan Compliance

The proposed amendment to the Downtown Specific Plan is consistent with the 2005 General Plan by supporting a balanced mix of land uses in Soledad. Allowing small-scale veterinary services in the Downtown Core while distinguishing them from higher-intensity animal boarding uses helps maintain a balance between employment-generating commercial activities and community-serving uses, aligning with Policy L10.

By expanding opportunities for essential neighborhood-serving services within an existing commercial district, the amendments also support Policy L22, which calls for ensuring adequate commercial land to meet the present and future needs of residents. Additionally, enabling limited-service veterinary clinics responds to an identified service gap in Soledad and supports Policy E3 by encouraging the attraction and retention of commercial tenants in undersupplied sectors. Together, these updates strengthen the economic vitality of Downtown, promote a complete and more functional commercial environment, and reinforce Soledad's broader land use and economic development goals.

Planning Commission Discussion

The Planning Commission conducted its initial review of the proposed ordinance amending the Downtown Specific Plan to accommodate veterinary services within the Downtown Core District on

November 20, 2025. The Commission's discussion focused primarily on the types of animals that would be permitted in this district. After clarifying several applicable zoning standards, the Planning Commission recommended modifying the proposed definition of "veterinary services" to clearly limit treatment to household animals and to specify that services be restricted to wellness exams, vaccinations, preventative care, and routine surgical procedures such as spay and neuter services. Staff is forwarding this recommended modification to the City Council for consideration as part of the proposed ordinance.

Conclusion

The proposed amendments to the Downtown Soledad Specific Plan implement City Council direction to provide greater flexibility for essential veterinary and wellness services and address community needs for spay/neuter and outpatient care while maintaining consistency with the DSP's long-term vision for a vibrant and balanced Downtown. The review of the amendments remains a vital step in this process, providing thoughtful evaluation and recommendations on the proposed ordinance language. The Council's action is to review and consider the Ordinance No. 774 for adoption.

Financial Considerations

At this time, all costs associated with processing this item are administrative in nature and can be absorbed within the Community and Economic Development Department's existing departmental budget. No additional expenditures are anticipated.

Alternatives

- Introduce, waive reading and read by title only, Ordinance No. 774 as presented; or
- Introduce, waive reading and read by title only, Ordinance No. 774 with specific, directed modifications, such as adjustments to the proposed language, clarifications, or corrections; or
- Deny the proposed Ordinance No. 774 and provide direction to staff. This action is not recommended as the proposed ordinance is a policy change directed by the City Council from the October 15, 2025 City Council meeting.

Planning/CEQA

The proposed amendments to the Downtown Soledad Specific Plan, including revisions to Section 2.0 – Zones of Chapter 5.0 – Development Code and Chapter 10.0 – Definitions to establish separate veterinary services and animal boarding uses and to conditionally allow small scale veterinary services in the downtown core district, qualify for a categorical exemption under CEQA Guidelines §15303 (New Construction or Conversion of Small Structures) and §15061(b)(3) (No Significant Effect on the Environment). The amendments are limited to text changes that regulate allowable land uses and definitions within existing zones, do not authorize physical construction, and will not result in any significant environmental impacts. Any future development under these provisions will be subject to separate review under CEQA.

Public Notice Requirements

There is no formal notice required at this stage. Upon City Council acceptance of the first reading by title only, all noticing requirements for adoption will be initiated. The public hearing notice will be scheduled for publication in advance of the January 14, 2026 Council meeting.

Attachment(s):

Ordinance No. 774
Attachment 1
Map 1- Downtown Specific Plan Boundary
Presentation

ORDINANCE NO. 774

AN ORDINANCE OF CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING THE DOWNTOWN SPECIFIC PLAN SECTION 2.0- ZONES OF CHAPTER 5.0- DEVELOPMENT CODE AND CHAPTER 10.0- DEFINITIONS, TO ESTABLISH SEPARATE VETERINARY SERVICES AND ANIMAL BOARDING USES AND TO CONDITIONALLY ALLOW SMALL-SCALE VETERINARY SERVICES IN THE DOWNTOWN CORE DISTRICT

WHEREAS, the Downtown Soledad Specific Plan ("DSP") was adopted by the City in 2012 to guide land use, development standards, and design within the Downtown area; and

WHEREAS, the DSP establishes five zoning districts and provides flexibility to accommodate a variety of compatible land uses while preserving the long-term vision for a vibrant, balanced, and economically healthy Downtown; and

WHEREAS, the type and extent of permitted uses in each zone are guided by their intended purpose and geographic context of the district, ensuring orderly development while maintaining the character and quality of life in Downtown Soledad; and

WHEREAS, it is necessary to periodically review and update the DSP to ensure it continues to support essential services, meets emerging community needs, and enhances the overall vitality and livability of the Downtown area; and

WHEREAS, veterinary services are currently prohibited in the Downtown Core (DC) District, while similar services are conditionally permitted in other DSP zones; and

WHEREAS, population growth and increased pet ownership have created a need for access to veterinary and wellness services within the Downtown area, while maintaining compatibility with surrounding uses; and

WHEREAS, the proposed amendments to the Downtown Soledad Specific Plan, including revisions to Section 2.0 – Zones of Chapter 5.0 – Development Code and Chapter 10.0 – Definitions, are intended to establish separate veterinary services and animal boarding uses and to conditionally allow small-scale veterinary services in the Downtown Core District; and

WHEREAS, allowing small-scale, outpatient veterinary services, including wellness checks and spay/neuter procedures, with limitations on higher-impact operations such as overnight boarding, will help address local service gaps, promote public health and safety, and maintain the character and goals of the Downtown Core District; and

WHEREAS, the proposed amendments will provide a framework to conditionally allow these uses through discretionary review, ensuring that new uses are compatible with existing Downtown land uses and continue to support the City's vision for a vibrant and balanced Downtown; and

WHEREAS, the proposed amendments to the Downtown Soledad Specific Plan are consistent with 2005 the City of Soledad General Plan, including Policy L10, which directs the City to maintain a reasonable balance between employment-generating uses and community-serving land uses; Policy L22, which calls for ensuring adequate commercial land to meet the present and future needs of residents and to sustain economic vitality; and Policy E3, which encourages efforts to attract and retain commercial and office tenants in sectors that are currently undersupplied and for which local demand exists; and

WHEREAS, allowing small-scale veterinary services within the Downtown Core supports these policies by expanding access to essential neighborhood-serving commercial services, addressing an identified community need, enhancing opportunities for economic activity, and strengthening the overall vitality and functionality of the Downtown commercial district; and

WHEREAS, the proposed amendments to the Downtown Soledad Specific Plan qualify for a categorical exemption under CEQA Guidelines §15303 and the common-sense exemption under §15061(b)(3), as they consist solely of text changes regulating allowable land uses and definitions, do not authorize any physical construction, and will not result in a significant environmental impact and any future development under these provisions will be subject to separate CEQA review.

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

Section 1. All of the recitals set forth above are true and correct to the best of its knowledge, and by this reference are incorporated herein.

Section 2. Table 5.2A.1 Allowed Land Uses and Required Parking: Downtown Core of Section 2.30.10- Downtown Core of Chapter 5.0- Development Code in the Downtown Specific Plan is hereby amended as follows:

Category	Use	Permit	Parking
	Animal Boarding and Day Care	-	-
Services	Veterinary Clinic / ~~Animal Boarding & Day Care~~	-	-
	Veterinary Services (Limited Treatment)	MUP	1/400

Section 3. Table 5.2B.1 Allowed Land Uses and Required Parking: Downtown Edge of Section 2.30.20- Downtown Edge of Chapter 5.0- Development Code in the Downtown Specific Plan is hereby amended as follows:

Category	Use	Permit	Parking
	Animal Boarding and Day Care	MUP	1/400
Services	Veterinary Clinic ~~/ Animal Boarding & Day Care~~	MUP	1/400
	Veterinary Services (Limited Treatment)	MUP	1/400

Section 4. Table 5.2C.1 Allowed Land Uses and Required Parking: Monterey Street of Section 2.30.30- Monterey Street of Chapter 5.0- Development Code in the Downtown Specific Plan is hereby amended as follows:

Category	Use	Permit	Parking
	Animal Boarding and Day Care	CUP	1/400
Services	Veterinary Clinic ~~/ Animal Boarding & Day Care~~	CUP	1/400
	Veterinary Services (Limited Treatment)	CUP	1/400

Section 5. Table 5.2D.1 Allowed Land Uses and Required Parking: Railroad Corridor of Section 2.30.40- Railroad Corridor of Chapter 5.0- Development Code in the Downtown Specific Plan is hereby amended as follows:

Category	Use	Permit	Parking
	Animal Boarding and Day Care	P	1/400
Services	Veterinary Clinic ~~/ Animal Boarding & Day Care~~	P	1/400
	Veterinary Services (Limited Treatment)	P	1/400

Section 6. Table 5.2E.1 Allowed Land Uses and Required Parking: Gateway of Section 2.30.50- Gateway of Chapter 5.0- Development Code in the Downtown Specific Plan is hereby amended as follows:

Category	Use	Permit	Parking
	Animal Boarding and Day Care	P	1/400
Services	Veterinary Clinic ~~/ Animal Boarding & Day Care~~	P	1/400
	Veterinary Services (Limited Treatment)	P	1/400

Section 7. Chapter 10.0- Definitions in the Downtown Specific Plan is hereby amended as follows:

Animal Boarding and Day Care (land use type): A facility where animals are housed or cared for short- or long-term stays. Facilities may include kennels, designated outdoor areas, grooming services, and training activities.

Veterinary Clinic~~/ Animal Boarding and Day Care~~ (land use type): A medical establishment for animals with on-site staff and facilities that serves animal patients with a variety of medical services ranging from diagnoses to surgery and includes ~~boarding~~ overnight observation or boarding incidental to medical care.

Veterinary Services, Limited Treatment (land use type): A small-scale medical establishment for animals with staff and facilities that provides outpatient animal care, including wellness exams, vaccinations, preventative treatments and routine surgical procedures such as spay and neuter services. No overnight boarding, outdoor kennels, surgical suites, or animal hospitalization facilities are permitted.

Section 8. CEQA. The proposed amendments to the Downtown Soledad Specific Plan, including revisions to Section 2.0 – Zones of Chapter 5.0 – Development Code and Chapter 10.0 – Definitions to establish separate veterinary services and animal boarding uses and to conditionally allow small scale veterinary services in the downtown core district, qualify for a categorical exemption under CEQA Guidelines §15303 (New Construction or Conversion of Small Structures) and §15061(b)(3) (No Significant Effect on the Environment). The amendments are limited to text changes that regulate allowable land uses and definitions within existing zones, do not authorize physical construction, and will not result in any significant environmental impacts. Any future development under these provisions will be subject to separate review under CEQA.

Section 9. Severability. The City Council hereby declares every section, paragraph, sentence, clause and phrase in this ordinance is severable. If any section, paragraph, sentence, clause or phrase of this ordinance is for any reason found to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining sections, paragraphs, sentence, clause or phrases.

Section 10. Effective Date. This ordinance shall take effect and be in force 30 days after its adoption, and a summary of this ordinance shall be published once with the names of the members of the council voting for and against the ordinance in a newspaper of general circulation in the City of Soledad**.**

This ordinance was introduced and read on the 17th day of December 2025 and was finally adopted on the __ day of [MONTH], 202_ by the following vote.

AYES, and in favor thereof, Councilmembers:

NOES, Councilmembers:

ABSTAIN, Councilmembers:

ABSENT, Councilmembers:

_____
ANNA M VELAZQUEZ, Mayor

Attest:

_____
MEGAN HUNTER, City Manager/Clerk

RESOLUTION NO. 2025-11

A RESOLUTION OF THE SOLEDAD PLANNING COMMISSION RECOMMENDING ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AMENDING THE DOWNTOWN SPECIFIC PLAN SECTION 2.0- ZONES OF CHAPTER 5.0- DEVELOPMENT CODE AND CHAPTER 10.0- DEFINITIONS, TO ESTABLISH SEPARATE VETERINARY SERVICES AND ANIMAL BOARDING USES AND TO CONDITIONALLY ALLOW SMALL-SCALE VETERINARY SERVICES IN THE DOWNTOWN CORE DISTRICT

WHEREAS, the Downtown Soledad Specific Plan ("DSP") was adopted in 2012 to guide land use, development standards, and urban design within the Downtown area; and

WHEREAS, the DSP organizes Downtown into five zoning districts, each with specific permitted, conditionally permitted, and prohibited uses intended to support orderly development, maintain land use compatibility, and promote the long-term vitality of Downtown; and

WHEREAS, veterinary services are currently prohibited in the Downtown Core (DC) District but are conditionally permitted in other DSP zones, and community demand for local veterinary and wellness services has increased due to population growth and limited-service availability; and

WHEREAS, the City Council directed staff to evaluate opportunities for expanding access to small-scale veterinary services within the Downtown area and to prepare corresponding amendments to the DSP; and

WHEREAS, proposed amendments to the DSP include revisions to Section 2.0 – Zones of Chapter 5.0 – Development Code and Chapter 10.0 – Definitions to: Establish separate classifications for Veterinary Services, Limited Treatment and Animal Boarding and Day Care; Conditionally allow Veterinary Services, Limited Treatment in the Downtown Core District; and Clarify distinctions between outpatient veterinary services and higher-intensity operations such as animal boarding; and

WHEREAS, the proposed amendments will enhance access to essential animal care services while maintaining compatibility with surrounding Downtown uses and preserving the DSP's long-term planning goals; and

WHEREAS, the Planning Commission held a duly noticed public hearing on November 20, 2025, reviewed the staff report and supporting materials, considered public testimony, and determined that the amendments are consistent with the General Plan; and

WHEREAS, the Planning Commission finds the project is exempt from the California Environmental Quality Act (CEQA) where the proposed zoning text amendments qualify for a categorical exemption under CEQA Guidelines §15303 (New Construction or Conversion of Small Structures) and §15061(b)(3) (No Significant Effect on the Environment). The amendments are limited to text changes that regulate allowable land uses and definitions within

existing zones, do not authorize physical construction, and will not result in any significant environmental impacts. These amendments do not propose or commit the City to construction, and any subsequent project proposing a residential project in these zones would undergo environmental review at the time of proposal.

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Soledad hereby recommends that the City Council adopt Ordinance No. 774 based upon the findings set forth in the attached Exhibit "A."

PASSED AND ADOPTED at a duly noticed Special Meeting of the Planning Commission of the City of Soledad, this 20th day of November 2025, by the following vote:

AYES, and in favor thereof Commissioners: Co-Chair Sergio Diaz, Commissioner Roberto Cruz, Commissioner Lorenzo Sanchez
NOES, Commissioners:
ABSENT, Commissioners:
ABSTAIN, Commissioners: Chair Josie Perez-Aguilera, Commissioner Sandy Fuerte

Sergio Diaz (Nov 26, 2025 11:36:09 PST)

Sergio Diaz, Co-Chair

ATTEST:

Beatriz Trujillo
Beatriz Trujillo (Nov 25, 2025 15:20:31 MST)

Beatriz Trujillo, SECRETARY

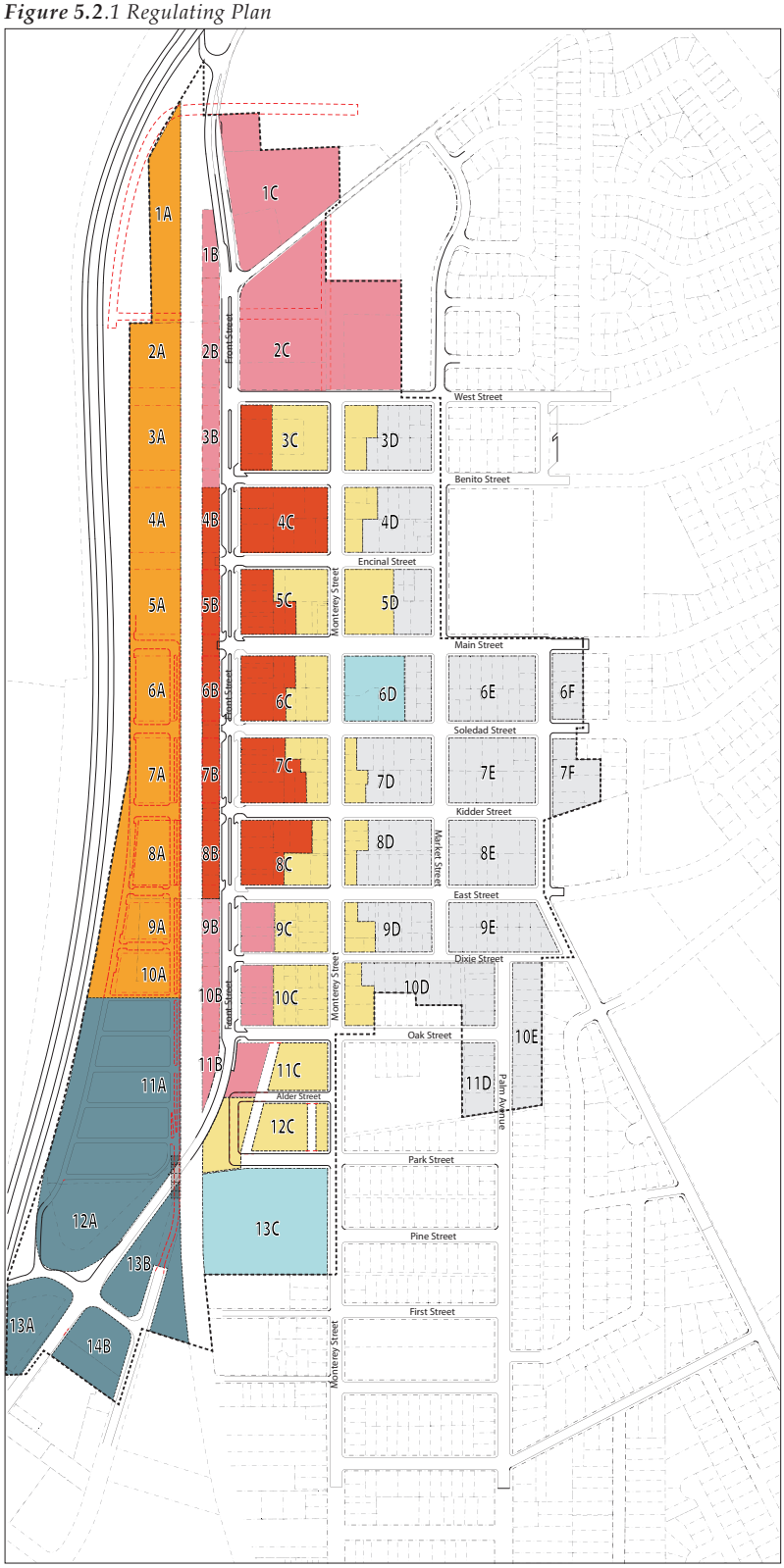
Key to Figure 5.2.1

- Downtown Core Zone
- Downtown Edge Zone
- Monterey Street Zone
- Railroad Corridor Zone
- Gateway Zone

See Table 5.2 for standards

- Public Facility Zone (See PF Zone - SMC Title 17 for requirements)
- Old Town Neighborhood Area (See Specific Plan for policy direction and R1 zone - In Title 17 of the Soledad Municipal Code)
- 12 Reference to Block
- Intended Street (see Fig 5.8.1 for requirements)

Figure 5.2.1 Regulating Plan



DOWNTOWN SPECIFIC PLAN

VETERINARY SERVICES AND ANIMAL BOARDING USES

City of Soledad

December 17, 2025

OVERVIEW



1. Policy change direction by City Council on October 15, 2025
2. Clearer land use distinctions for veterinary-related services and expand opportunities for small-scale, appointment-based veterinary care in the Downtown Soledad
3. Identified gap in allowed uses relates to veterinary services

CITY COUNCIL ACTION



Staff is reccomending Approval of Ord. No 774:

- As presented
- With adjustments to the proposed language or clarifications

The proposed ordinance is a policy change directed by the City Council

OVERVIEW OF THE DOWNTOWN SPECIFIC PLAN

The Downtown Soledad Specific Plan (DSP) establishes five zoning districts, each with development standards tailored to support the desired downtown character.

- Downtown Core Zone
- Downtown Edge Zone
- Monterey Street Zone
- Railroad Corridor Zone
- Gateway Zone



OVERVIEW OF THE DOWNTOWN SPECIFIC PLAN

- Land Uses within each district are classified as:
  - P – Permitted
  - MUP – Minor Use Permit
  - CUP – Conditional Use Permit
  - - Prohibited
- Permitted uses are generally processed administratively; MUPs and CUPs require additional review and public noticing.

ORD. NO. 774- VET SERVICES IN DSP

- Implements Council direction by updating land use regulations within the DSP
- Creates
  - Separate categories for Veterinary Clinics and Veterinary Services, and Animal Boarding/Daycare where the DSP proposed it as all one use

Category	Use	Downtown Core	Downtown Edge	Monterey Street	Railroad Corridor	Gateway
Services	Animal Boarding and Day Care	-	MUP	CUP	P	P
	Veterinary Clinic ~~/ Animal Boarding & Day Care~~	-	MUP	CUP	P	P
	Veterinary Services (Limited Treatment)	MUP	MUP	CUP	P	P

ORD. NO. 774- VET SERVICES IN DSP

- Amend Chapter 10.0 – Definitions of the DSP

Original Definition:

Veterinary Clinic ~~/ Animal Boarding and Day Care~~ (land use type): A medical establishment for animals with on-site staff and facilities that serves animal patients with a variety of medical services ranging from diagnoses to surgery and includes ~~boarding~~ overnight observation or boarding incidental to medical care.

New Definitions:

Animal Boarding and Day Care (land use type): A facility where animals are housed or cared for short- or long-term stays. Facilities may include kennels, designated outdoor areas, grooming services, and training activities.

Veterinary Services, Limited Treatment (land use type): A small-scale medical establishment for animals with staff and facilities that provides outpatient animal care, including wellness exams, vaccinations, preventative treatments and routine surgical procedures such as spay and neuter services. No overnight boarding, outdoor kennels, surgical suites, or animal hospitalization facilities are permitted.

PLANNING COMMISSION RECCOMENDATION



Reccomended to Approve Ord. No. 774 :

With modification of the Veterinary Services definition to say:

Veterinary Services, Limited Treatment (land use type): A small-scale medical establishment for household animals with staff and facilities that provides outpatient animal care, including wellness exams, vaccinations, preventative treatments and routine surgical procedures such as spay and neuter services. No overnight boarding, outdoor kennels, surgical suites, or animal hospitalization facilities are permitted.

ORD. NO. 774 – Vet Services in DSP

1

Identified Service Gap

As community needs change, ensure the DSP continues to support essential services.

Veterinary clinics are prohibited in the Downtown Core (DC).

The only veterinary clinic in Soledad closed

2

Current Challenges

Gateway District – Allowed with MUP

Railroad Corridor District – Allowed with MUP

Monterey Street District – Allowed with CUP

Downtown Core District – Prohibited

3

Purpose and Community Benefits

Improve access to basic pet healthcare

Reduce the need for residents to travel outside the city

Support public health and animal welfare

GENERAL PLAN COMPLIANCE

1. L-10 accommodate needed housing while maintaining an appropriate balance between residential and employment-generating uses
2. L22 ensures adequate commercial land to meet the present and future needs of residents.
3. E3 encourages the attraction and retention of commercial tenants in undersupplied sectors.
4. City Council Direction

PLACEWORKS

CITY COUNCIL ACTION



Consider Approval of Ord. No. 774:

- As presented
- With adjustments to the proposed language or clarifications

CEQA:

Ordinance No. 774 qualifies for a categorical exemption under CEQA Guidelines §15303 and the common-sense exemption under §15061(b)(3), as they consist solely of text changes regulating allowable land uses and definitions

Upon Approval:

- Formal adoption for January 14, 2025

DOWNTOWN SPECIFIC PLAN

VETERINARY SERVICES AND ANIMAL BOARDING USES

Thank You!

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Joint Resolution No. 6312/CSSHA-2025-01, A Joint Resolution of the City Council of the City of Soledad and the Soledad Redevelopment Agency Approving a Subordination Agreement for the Benito Farm Labor Center (Benito FLC) Between the City of Soledad, the Redevelopment Agency, and the Monterey County Housing Authority Development Corporation (MCHADC)**

TO: **Honorable Mayor/Chair Anna Velazquez and Councilmembers/Board Members**

FROM: **Beatriz Trujillo, Community and Economic Development Director**

THROUGH: **Megan Hunter, City Manager/Executive Director**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad and the Soledad Redevelopment Agency motion to approve a Joint Resolution No. 6312/CSSHA-2025-01

1. Approving and authorizing the City Manager/Executive Director, or her designee, to execute the Subordination Agreement; and
2. Authorizing the City Manager/Executive Director, or her designee, to execute all documents necessary to effectuate the Subordination Agreement.

Executive Summary

The Benito Farm Labor Center (Benito FLC), originally developed in 2006 using Low-Income Housing Tax Credits (LIHTC), soft loans, and long-term ground leases, continues to operate under regulatory commitments that ensure its long-term affordability. Following RBC Community Investments' exit from the partnership, the City Council and Soledad Housing Authority approved the transfer of RBC's interest to the Monterey County Housing Authority Development Corporation (MCHADC) in 2024. After completing this transaction, MCHADC now seeks to refinance the existing senior loan to obtain the funding needed to complete essential capital improvements at the property. Because the City of Soledad and the Soledad Redevelopment Agency hold subordinate loan and regulatory interests, the refinancing requires approval of a Subordination Agreement to establish the priority of the refinanced senior loan formally. This action enables MCHADC to proceed with critical rehabilitation activities while preserving all affordability requirements and regulatory obligations. Approval of the Subordination Agreement has no direct financial impact on the City and supports the long-term sustainability of this important affordable housing asset.

Background

The Benito FLC was originally developed in 2006 through a financing structure that included Low-Income Housing Tax Credits, soft loan contributions, and long-term ground leases provided by the Soledad Housing Authority of the City of Soledad. These commitments are reinforced through regulatory agreements and ground lease provisions that ensure the continued affordability of the property for the duration of their respective terms.

As the project reached the 15-year compliance milestone typical of the LIHTC program, RBC Community Investments, the limited partner, initiated its departure from the partnership. In September 2024, the City Council and the Soledad Housing Authority approved a consent to transfer RBC's interest to the Monterey County Housing Authority Development Corporation (MCHADC) and authorized a corresponding Loan Document Modification and Reaffirmation Agreement, as outlined in Joint Resolution No. 6155/SHA 2024-01.

After completing RBC's interest buy-out, MCHADC is preparing to implement critical rehabilitation and capital improvement activities necessary to preserve the long-term maintenance and sustainability of the Benito FLC. To finance this work, MCHADC is seeking to obtain a new senior loan funding through JPMorgan Chase Bank. Given that the City of Soledad and the Soledad Redevelopment Agency hold subordinate loan and regulatory interests in the property, the refinancing process requires execution of a Subordination Agreement that formally establishes the priority of the new senior loan relative to existing obligations. The parties to this agreement include the senior lender, JPMorgan Chase Bank; the borrower, Benito FLC, L.P.; and the subordinate lenders, the City of Soledad and the Soledad Redevelopment Agency.

Review & Analysis

MCHADC has determined that the Benito Apartments need significant capital improvements to maintain the long-term sustainability of the property. As the development has aged, both exterior and interior parts have reached a point where reinvestment is necessary. Rehabilitation needs include repairs to structural components like decks and roofs, replacement of windows and water heaters, upgrades to playground and picnic areas, installation of improved security features, resealing of parking areas, enhancements to site landscaping and interior modernization. These improvements are crucial to support the ongoing maintenance and sustainability of this affordable housing project.

To carry out this work, MCHADC intends to refinance the existing senior loan to obtain a $3,076,000 loan with a 10-year maturity date. MCHADC will use the proceeds to generate the capital necessary for the planned improvements. Given that the City of Soledad and its Redevelopment Agency hold subordinate loans and regulatory interests on the property, the refinancing cannot proceed without the execution of a Subordination Agreement. The Subordination Agreement formally establishes that the refinanced senior loan will retain priority over the City's and Redevelopment Agency's subordinate interests, allowing the lender to complete the refinancing transaction.

The Recitals of the Subordination Agreement (**Exhibits A and B**) underscore the importance of obtaining approval from the City and Redevelopment Agency. The Senior Lender has agreed to refinance the existing debt pursuant to a Multifamily Loan and Security Agreement, and that the refinanced obligation will be secured by a senior security instrument encumbering the property. The Recitals also acknowledge the continuing existence of the City's and Redevelopment Agency's subordinate loan positions and the Borrower's request that these obligations remain in place under a

subordinate lien structure. Finally, the Recitals make it clear that the Senior Lender's commitment to allow the subordinate loans to remain is conditioned upon the execution of the Subordination Agreement. Collectively, these provisions establish that the City's and Redevelopment Agency's consent is fundamental to the refinancing structure.

Beyond addressing immediate capital needs, MCHADC has indicated that it may later pursue a full re-syndication of the property to support long-term preservation and reinvestment. The current action does not initiate such a process; however, the Subordination Agreement helps position the project for future financing opportunities while ensuring that all affordability requirements and regulatory commitments remain fully intact. All proceeds generated through the refinancing will be used exclusively for Benito FLC to support its continued rehabilitation and long-term sustainability.

Financial Considerations

Approval of the Subordination Agreement has no direct financial impact on the City's Budget. Existing subordinate loans and affordability covenants will remain fully in place.

Alternatives

- Approve the Subordination Agreement to support rehabilitation and ongoing preservation of affordable housing. (Recommended); or

- Defer approval pending additional information, which is not recommended, as a delay may jeopardize the financing timeline and impede necessary repairs.

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) (CEQA Guidelines Section 15378), in that it does not have the potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment.

Public Notice Requirements

None Required.

Attachment(s):
Resolution No. 6312- CSSHA 2025-01
Exhibit A- Subordination Agreement
Exhibit B - Subordination Agreement

RESOLUTION NO. 6312/CSSHA-2025-01

A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AND THE SOLEDAD REDEVELOPMENT AGENCY APPROVING A SUBORDINATION AGREEMENT FOR THE BENITO FARM LABOR CENTER (BENITO FLC) BETWEEN THE CITY OF SOLEDAD, THE SOLEDAD REDEVELOPMENT AGENCY, AND THE MONTEREY COUNTY HOUSING AUTHORITY DEVELOPMENT CORPORATION (MCHADC)

WHEREAS, in 2006, the Benito FLC Partnership was formed to develop the Benito Farm Labor Center (Benito FLC); and

WHEREAS, these projects were funded through federal Low-Income Housing Tax Credits (LIHTC), mortgage loans, and various other soft loan sources; and

WHEREAS, RBC Community Investments, the limited partner, exited from the partnership following the completion of the 15-year LIHTC compliance period; and

WHEREAS, on September 4, 2024, the City Council and the Soledad Housing Authority adopted Joint Resolution No. 6155/SHA 2024-01 approving the transfer of RBC's interest in Benito FLC to the Monterey County Housing Authority Development Corporation (MCHADC) and authorizing related loan modifications; and

WHEREAS, MCHADC has completed the acquisition of RBC's interest and is now seeking to complete substantial rehabilitation and capital improvements necessary to preserve the long-term maintenance, safety, and habitability of the Benito FLC; and

WHEREAS, to finance these improvements, MCHADC intends to refinance the existing senior loan through JPMorgan Chase Bank in order to retire the original debt and generate the capital needed for the rehabilitation work; and

WHEREAS, the City of Soledad and the Soledad Redevelopment Agency hold subordinate loan interests and regulatory encumbrances on the property, and therefore their approval is required to allow the refinanced senior loan to assume first priority through execution of a Subordination Agreement; and

WHEREAS, the Subordination Agreement preserves all existing affordability and regulatory restrictions, enables the refinancing to proceed, and ensures that all loan proceeds will be used exclusively for the Benito Farm Labor Center; and

WHEREAS, approval of the Subordination Agreement does not create a fiscal impact on the City or the Redevelopment Agency, and the existing subordinate loan obligations will remain fully in force; and

WHEREAS, the proposed transactions are consistent with industry standards for LIHTC developments; and

WHEREAS, The City of Soledad has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378), in that it does not have the potential for resulting in a direct or reasonably foreseeable indirect physical change to the environment.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of Soledad and the Soledad Redevelopment Agency as follows:

1. The City and Agency hereby approve the Subordination Agreement for the Benito Labor Center between the City of Soledad, the Soledad Redevelopment Agency, and the Monterey County Housing Authority Development Corporation attached hereto as **Exhibits A and B.**
2. Authorizes the Executive Director, or their designee, to execute the Subordination Agreement and all documents necessary to effectuate the transactions contemplated by this Resolution.

PASSED AND ADOPTED by the City Council of the City of Soledad and the Soledad Redevelopment Agency at a regular meeting duly held on the 17th day of December 2025, by the following vote:

AYES, and in favor thereof, Councilmembers/Board members:

NOES, Councilmembers/Board members:

ABSENT, Councilmembers/Board members:

ABSTAIN, Councilmembers/Board members:

_____
ANNA M. VELAZQUEZ, Mayor/Chair

ATTEST:

_____
MEGAN HUNTER, City Clerk/Executive Director

WHEN RECORDED RETURN TO:

Exhibit A

Suzanne Spiller Harvey, Esquire (attorney)
Troutman Pepper Locke LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

---------- **[Space Above This Line For Recording Data]** ----------

Loan No. 300002528

Benito Farm Labor Center

SUBORDINATION AGREEMENT
(Affordable)

This SUBORDINATION AGREEMENT (this "**Agreement**") dated as of the ___ day of December 2025, is executed by and among (i) **JPMORGAN CHASE BANK, N.A.**, a national banking association ("**Senior Lender**"), (ii) **CITY OF SOLEDAD**, a municipal corporation ("**Subordinate Lender**"), and (iii) **BENITO FLC, L.P.**, a California limited partnership ("**Borrower**").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of $[3,076,000].00 (the "**Senior Loan**"), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to

time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $3,760,000.00 (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"**Control**" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such

entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Regulatory Agreement**" means the Home Program Regulatory Agreement and Declaration of Covenants and Restrictions by and between Borrower and Subordinate Lender dated August 25, 2006, and recorded in the land records of Monterey County on August 30, 2006 as Instrument Number 2006076524.

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan and Security Agreement of even date herewith by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement, the Regulatory Agreement, and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

DRAFT

"**Subordinate Mortgage**" means the mortgage, deed of trust or deed to secure debt encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender will cause to be recorded among the applicable land records immediately before this Agreement.

"**Subordinate Note**" means the promissory note of even date herewith issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Subordinate Note.

The Subordinate Note contains the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) dated as of even date herewith in the original principal amount of $[3,076,000].00 executed by **BENITO FLC, L.P.**, and payable to the order of **JPMORGAN CHASE BANK, N.A.** ("**Senior Lender**"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between the payee of this Note, and Senior Lender and **CITY OF SOLEDAD** (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing

this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by Subordinate Lender under the Subordination Agreement.

(c) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(d) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(e) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(f) Non-Recourse

The Subordinate Loan is non-recourse to the Borrower and Guarantor subject to certain exceptions to non-recourse.

5. Deliveries.

Subordinate Lender shall submit the following items to Senior Lender the later of ten (10) Business Days after the date on which the proceeds of the Subordinate Loan are disbursed to Borrower, and the effective date of the Senior Loan Documents:

(1) Title Policy Endorsement.

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that there are no liens or other encumbrances affecting the Mortgaged Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Mortgaged Property, the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and this Agreement has been recorded among the applicable land records.

(2) Certification.

A certification from Borrower and Subordinate Lender to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) Subordinate Loan Documents.

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) Senior Loan Documents.

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

6. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property). In addition to the limitations set forth above, all debt service and other payments required in connection with the Subordinate Loan shall be payable solely in the aggregate with payments made under other subordinate loans applicable to the Mortgaged Property from 75% of Surplus Cash while the Senior Loan remains outstanding.

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents. In addition to the limitations set forth above, all debt service and other payments required in connection with the

Subordinate Loan shall be payable solely in the aggregate with payments made under other subordinate loans applicable to the Mortgaged Property from 75% of Surplus Cash while the Senior Loan remains outstanding.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a

payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

8. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case

of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

9. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either Senior Lender has accelerated the maturity of the Senior Loan, or Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents,

subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

10. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

11. **Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.**

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(f) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(g) Condemnation or Casualty.

Following the occurrence of a Condemnation Action, or a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(A) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(B) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(h) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(i) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the

Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

12. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

13. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

14. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

15. Notices.

(j) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(k) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(l) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

16. General.

(m) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(n) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(o) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(p) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

(q) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(r) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(s) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(t) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; the payment in full of the principal of,

interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(u) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(v) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[Remainder of Page Intentionally Blank]

DRAFT

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By: _____
Anna Cuevas
Authorized Officer

Address: JPMorgan Chase Bank, N.A.
Post-Closing
P.O. Box 9176
Coppell, Texas 75019-9011

With a copy to:

Fannie Mae (Multifamily)
Certification and Custody
Document Delivery Facility (DDF)
21240 Ridgetop Circle
Sterling, VA 20166

[NOTARIAL ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared **Anna Cuevas**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

DRAFT

SUBORDINATE LENDER:

CITY OF SOLEDAD, a municipal corporation

By: _____

Name:
Title:

Address: _____
_____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

DRAFT

SUBORDINATE LENDER:

CITY OF SOLEDAD, a municipal corporation

By: _____

Name:
Title:

Address: _____
_____

ACKNOWLEDGMENT

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) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

DRAFT

BORROWER:

BENITO FLC, L.P., a California limited partnership

By: _____
Name:
Title:

Address: c/o Housing Authority of the County of Monterey
303 Front Street, Suite 107
Salinas, California 93907

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

DRAFT

BORROWER:

BENITO FLC, L.P., a California limited partnership

By: _____
Name:
Title:

Address: c/o Housing Authority of the County of Monterey
303 Front Street, Suite 107
Salinas, California 93907

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

DRAFT

WHEN RECORDED RETURN TO:

Exhibit B

Suzanne Spiller Harvey, Esquire (attorney)
Troutman Pepper Locke LLP
Post Office Box 1122
Richmond, Virginia 23218-1122

---------- **[Space Above This Line For Recording Data]** ----------

Loan No. 300002528

Benito Farm Labor Center

SUBORDINATION AGREEMENT
(Affordable)

This SUBORDINATION AGREEMENT (this "**Agreement**") dated as of the ___ day of December 2025, is executed by and among (i) **JPMORGAN CHASE BANK, N.A.**, a national banking association ("**Senior Lender**"), (ii) **SOLEDAD REDEVELOPMENT AGENCY**, a political body and corporate politic ("**Subordinate Lender**"), and (iii) **BENITO FLC, L.P.**, a California limited partnership ("**Borrower**").

RECITALS:

A. Pursuant to that certain Multifamily Loan and Security Agreement dated as of the date hereof, executed by and between Borrower and Senior Lender (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Loan Agreement**"), Senior Lender has agreed to make a loan to Borrower in the original principal amount of $[3,076,000].00 (the "**Senior Loan**"), as evidenced by that certain Multifamily Note dated as of the date hereof, executed by Borrower and made payable to the order of Senior Lender in the amount of the Senior Loan (as amended, restated, replaced, supplemented or otherwise modified from time to time, the "**Senior Note**").

B. In addition to the Senior Loan Agreement, the Senior Loan and the Senior Note are also secured by a certain Multifamily Mortgage, Deed of Trust or Deed to Secure Debt dated as of the date hereof (as amended, restated, replaced, supplemented or otherwise modified from time to

time, the "**Senior Security Instrument**"), encumbering the property described in the Senior Security Instrument as the "**Mortgaged Property**."

C. Borrower has requested Senior Lender to permit that certain subordinate loan in the amount of $600,000.00 (the "**Subordinate Loan**") from Subordinate Lender to Borrower and to allow the Subordinate Loan to be secured by a mortgage lien against the Mortgaged Property.

D. Senior Lender has agreed to permit the Subordinate Loan and to allow the subordinate mortgage lien against the Mortgaged Property subject to all of the conditions contained in this Agreement.

AGREEMENTS:

NOW, THEREFORE, in order to induce Senior Lender to permit the Subordinate Loan to Borrower and to allow a subordinate mortgage lien against the Mortgaged Property, and in consideration thereof, Senior Lender, Subordinate Lender and Borrower agree as follows:

1. Recitals.

The recitals set forth above are incorporated herein by reference.

2. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"**Affiliate**" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual Controlled by, under common Control with, or which Controls such Person, and in all cases any other Person that holds fifty percent (50%) or more of the ownership interests in such Person.

"**Borrower**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Borrower, including without limitation, a receiver, trustee or debtor-in-possession and any other Person (other than Senior Lender) who acquires title to the Mortgaged Property after the date of this Agreement.

"**Business Day**" means any day other than (a) a Saturday, (b) a Sunday, (c) a day on which Senior Lender is not open for business, or (d) a day on which the Federal Reserve Bank of New York is not open for business.

"**Condemnation Action**" means any action or proceeding, however characterized or named, relating to any condemnation or other taking, or conveyance in lieu thereof, of all or any part of the Mortgaged Property, whether direct or indirect.

"**Control**" (including with correlative meanings, the terms "Controlling," "Controlled by" and "under common Control with"), as applied to any entity, means the possession, directly or indirectly, of the power to direct or cause the direction of the management or operations of such

entity, whether through the ownership of voting securities, ownership interests or by contract or otherwise.

"**Default Notice**" means: (a) a copy of any written notice from Senior Lender to Borrower and Subordinate Lender stating that a Senior Loan Default has occurred under the Senior Loan Documents; or (b) a copy of the written notice from Subordinate Lender to Borrower and Senior Lender stating that a Subordinate Loan Default has occurred under the Subordinate Loan Documents. Each Default Notice shall specify the default upon which such Default Notice is based.

"**Person**" means an individual, an estate, a trust, a corporation, a partnership, a limited liability company or any other organization or entity (whether governmental or private).

"**Senior Lender**" means the Person named as such in the first paragraph on Page 1 of this Agreement, its successors and assigns and any other Person who becomes the legal holder of the Senior Loan after the date of this Agreement.

"**Senior Loan Default**" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"**Senior Loan Documents**" means the Senior Security Instrument, the Senior Note, the Senior Loan Agreement, and all other "Loan Documents" as that term is defined in the Senior Loan Agreement.

"**Subordinate Lender**" means the Person named as such in the first paragraph on page 1 of this Agreement, any successor or assign of Subordinate Lender, including without limitation, a receiver, trustee or debtor-in-possession and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"**Subordinate Loan Agreement**" means the Loan and Security Agreement of even date herewith by and between Borrower and Subordinate Lender.

"**Subordinate Loan Default**" means a default by Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"**Subordinate Loan Documents**" means the Subordinate Note, the Subordinate Mortgage, the Subordinate Loan Agreement and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

"**Subordinate Mortgage**" means the mortgage, deed of trust or deed to secure debt encumbering the Mortgaged Property as security for the Subordinate Loan, which Subordinate Lender will cause to be recorded among the applicable land records immediately before this Agreement.

"**Subordinate Note**" means the promissory note of even date herewith issued by Borrower to Subordinate Lender, or order, to evidence the Subordinate Loan.

3. Permission to Place Mortgage Lien Against Mortgaged Property.

Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Mortgaged Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit Subordinate Lender to record the Subordinate Mortgage and other recordable Subordinate Loan Documents against the Mortgaged Property to secure Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of Borrower to Subordinate Lender under and in connection with the Subordinate Loan.

4. Borrower's and Subordinate Lender's Representations and Warranties.

Borrower and Subordinate Lender each makes the following representations and warranties to Senior Lender:

(a) Subordinate Loan Documents.

The Subordinate Loan is evidenced by the Subordinate Note and is secured by the Subordinate Mortgage, the Subordinate Loan Agreement and the Subordinate Loan Documents.

(b) Subordinate Note.

The Subordinate Note contains the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by a Multifamily Note (and any schedules) dated as of even date herewith in the original principal amount of $[3,076,000].00, executed by **BENITO FLC, L.P.** and payable to the order of **JPMORGAN CHASE BANK, N.A.**, ("**Senior Lender**"), to the extent and in the manner provided in that certain Subordination Agreement dated as of even date herewith between the payee of this Note, and Senior Lender and **SOLEDAD REDEVELOPMENT AGENCY** (the "**Subordination Agreement**"). The Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Multifamily Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing the Multifamily Note and the terms, covenants and conditions of the Multifamily Loan and Security Agreement evidencing the terms of the Multifamily Note, as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the Mortgage, Deed of Trust or Deed to Secure Debt (and any exhibits) securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of the Note, to have agreed to perform and observe all of the terms, covenants and conditions to

be performed or observed by Subordinate Lender under the Subordination Agreement.

(c) Relationship of Borrower to Subordinate Lender and Senior Lender.

Subordinate Lender is not an Affiliate of Borrower and is not in possession of any facts which would lead it to believe that Senior Lender is an Affiliate of Borrower.

(d) Term.

The term of the Subordinate Note does not end before the stated term of the Senior Note.

(e) Subordinate Loan Documents.

The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(f) Non-Recourse

The Subordinate Loan is non-recourse to the Borrower and Guarantor subject to certain exceptions to non-recourse.

5. Deliveries.

Subordinate Lender shall submit the following items to Senior Lender the later of ten (10) Business Days after the date on which the proceeds of the Subordinate Loan are disbursed to Borrower, and the effective date of the Senior Loan Documents:

(1) Title Policy Endorsement.

An endorsement to the policy of title insurance insuring the lien of the Senior Security Instrument which insures that there are no liens or other encumbrances affecting the Mortgaged Property, other than "Permitted Encumbrances" (as defined in the Senior Security Instrument), the Subordinate Mortgage, and other Subordinate Loan Documents filed or recorded against the Mortgaged Property, the lien of the Subordinate Mortgage is subordinate to the lien of the Senior Security Instrument, and this Agreement has been recorded among the applicable land records.

(2) Certification.

A certification from Borrower and Subordinate Lender to Senior Lender that the Subordinate Loan Documents do not contain any changes from the Subordinate Loan Documents submitted to, and approved by, Senior Lender prior to the date of this Agreement.

(3) Subordinate Loan Documents.

A complete set of the fully executed Subordinate Loan Documents, certified by Borrower to be true, correct and complete.

(4) Senior Loan Documents.

An executed copy of each of the Senior Loan Documents, certified by Borrower to be true, correct and complete.

6. Terms of Subordination.

(a) Agreement to Subordinate.

Senior Lender and Subordinate Lender agree that the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement, to the prior payment in full of the Indebtedness evidenced by the Senior Loan Documents, and the liens, terms, covenants and conditions of the Subordinate Mortgage and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Security Instrument and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Security Instrument and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of protecting or further securing the lien of the Senior Security Instrument, curing defaults by Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Loan Documents, or constructing, renovating, repairing, furnishing, fixturing or equipping the Mortgaged Property). In addition to the limitations set forth above, all debt service and other payments required in connection with the Subordinate Loan shall be payable solely in the aggregate with payments made under other subordinate loans applicable to the Mortgaged Property from 75% of Surplus Cash while the Senior Loan remains outstanding.

(b) Subordination of Subrogation Rights.

Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Mortgaged Property which (but for this subsection) would be senior to the lien of the Senior Security Instrument, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Security Instrument.

(c) Payments Before Senior Loan Default.

Until Subordinate Lender receives a Default Notice (or otherwise acquires actual knowledge) of a Senior Loan Default, Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents. In addition to the limitations set forth above, all debt service and other payments required in connection with the

Subordinate Loan shall be payable solely in the aggregate with payments made under other subordinate loans applicable to the Mortgaged Property from 75% of Surplus Cash while the Senior Loan remains outstanding.

(d) Payments After Senior Loan Default.

Borrower agrees that, after it receives a Default Notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. Subordinate Lender agrees that, after it receives a Default Notice from Senior Lender with written instructions directing Subordinate Lender not to accept payments from Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorneys' fees, or any other sums secured by the Subordinate Loan Documents) without Senior Lender's prior written consent. If Subordinate Lender receives written notice from Senior Lender that the Senior Loan Default which gave rise to Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by Senior Lender, the restrictions on payment to Subordinate Lender in this Section 6 shall terminate, and Senior Lender shall have no right to any subsequent payments made to Subordinate Lender by Borrower prior to Subordinate Lender's receipt of a new Default Notice from Senior Lender in accordance with the provisions of this Section 6(d).

(e) Remitting Subordinate Loan Payments to Senior Lender.

If, after Subordinate Lender receives a Default Notice from Senior Lender in accordance with Section 6(d), Subordinate Lender receives any payments under the Subordinate Loan Documents, Subordinate Lender agrees that such payment or other distribution will be received and held in trust for Senior Lender and unless Senior Lender otherwise notifies Subordinate Lender in writing, will be promptly remitted, in kind to Senior Lender, properly endorsed to Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, Borrower specifically authorizes Subordinate Lender to endorse and remit any such payments to Senior Lender, and specifically waives any and all rights to have such payments returned to Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by Subordinate Lender, and remitted to Senior Lender under this Section 6, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to Senior Lender waive any Subordinate Loan Default which may arise from the inability of Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Notice of Payment from Other Persons.

Subordinate Lender agrees to notify (telephonically or via email, followed by written notice) Senior Lender of Subordinate Lender's receipt from any Person other than Borrower of a

payment with respect to Borrower's obligations under the Subordinate Loan Documents, promptly after Subordinate Lender obtains knowledge of such payment.

(g) Agreement Not to Commence Bankruptcy Proceeding.

Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings against or with respect to Borrower, without Senior Lender's prior written consent.

7. Default Under Subordinate Loan Documents.

(a) Notice of Subordinate Loan Default and Cure Rights.

Subordinate Lender shall deliver to Senior Lender a Default Notice within five (5) Business Days in each case where Subordinate Lender has given a Default Notice to Borrower. Failure of Subordinate Lender to send a Default Notice to Senior Lender shall not prevent the exercise of Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within sixty (60) days following the date of such notice; provided, however that Subordinate Lender shall be entitled, during such sixty (60) day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents. All amounts paid by Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by Senior Lender pursuant to, and shall be secured by, the Senior Loan Agreement and the Senior Security Instrument.

(b) Subordinate Lender's Exercise of Remedies After Notice to Senior Lender.

If a Subordinate Loan Default occurs and is continuing, Subordinate Lender agrees that, without Senior Lender's prior written consent, it will not commence foreclosure proceedings with respect to the Mortgaged Property under the Subordinate Loan Documents or exercise any other rights or remedies it may have under the Subordinate Loan Documents, including, but not limited to accelerating the Subordinate Loan (and enforcing any "due on sale" provision included in the Subordinate Loan Documents), collecting rents, appointing (or seeking the appointment of) a receiver or exercising any other rights or remedies thereunder unless and until it has given Senior Lender at least sixty (60) days prior written notice; during such sixty (60) day period, however, Subordinate Lender shall be entitled to exercise and enforce all other rights and remedies available to Subordinate Lender under the Subordinate Loan Documents and/or under applicable laws, including without limitation, rights to enforce covenants and agreements of Borrower relating to income, rent, or affordability restrictions contained in any land use restriction agreement.

(c) Cross Default.

Borrower and Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case

of any other Senior Loan Default. If Subordinate Lender notifies Senior Lender in writing that any Subordinate Loan Default of which Senior Lender has received a Default Notice has been cured or waived, as determined by Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Mortgaged Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that Senior Lender shall not be required to return or otherwise credit for the benefit of Borrower any default rate interest or other default related charges or payments received by Senior Lender during such Senior Loan Default.

8. Default Under Senior Loan Documents.

(a) Notice of Senior Loan Default and Cure Rights.

Senior Lender shall deliver to Subordinate Lender a Default Notice within five (5) Business Days in each case where Senior Lender has given a Default Notice to Borrower. Failure of Senior Lender to send a Default Notice to Subordinate Lender shall not prevent the exercise of Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Section 8(a), nor shall such failure constitute a default by Senior Lender under this Agreement. Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default within sixty (60) days following the date of such Default Notice or the date on which Subordinate Lender otherwise acquires actual knowledge of Senior Loan Default; provided, however, that Senior Lender shall be entitled during such sixty (60) day period to continue to pursue its remedies under the Senior Loan Documents. Subordinate Lender may have up to ninety (90) days from the date of the Default Notice to cure a non-monetary default if during such ninety (90) day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Mortgaged Property, or Senior Lender's secured position relative to the Mortgaged Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such ninety (90) day period all available rights and remedies to protect and preserve the Mortgaged Property and the rents, revenues and other proceeds from the Mortgaged Property. All amounts paid by Subordinate Lender to Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by Subordinate Lender pursuant to, and shall be secured by the Subordinate Loan Agreement and the Subordinate Mortgage.

(b) Cross Default.

Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents (if no other default has occurred under the Subordinate Loan Documents) until either Senior Lender has accelerated the maturity of the Senior Loan, or Senior Lender has taken affirmative action to exercise its rights under the Senior Loan Documents to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Loan Documents. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents,

subject to the restrictions and limitations of this Agreement. If at any time Borrower cures any Senior Loan Default to the satisfaction of Senior Lender, as evidenced by written notice from Senior Lender to Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

9. Conflict.

Borrower, Senior Lender and Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: the relative priority of the security interests of Senior Lender and Subordinate Lender in the Mortgaged Property; the timing of the exercise of remedies by Senior Lender and Subordinate Lender under the Senior Loan Documents and the Subordinate Loan Documents, respectively; and solely as between Senior Lender and Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which Senior Lender and Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

10. Rights and Obligations of Subordinate Lender Under the Subordinate Loan Documents and of Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest.

Subordinate Lender shall not, without the prior written consent of Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 8(a) and advance funds pursuant to the Subordinate Loan Documents for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Mortgaged Property and curing other defaults by Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty.

Following the occurrence of a Condemnation Action, or a fire or other casualty resulting in damage to all or a portion of the Mortgaged Property (collectively, a "**Casualty**"), at any time or times when the Senior Security Instrument remains a lien on the Mortgaged Property the following provisions shall apply:

(A) Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Condemnation Action or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Condemnation Action or a Casualty shall be and remain subject and subordinate in all respects to Senior Lender's rights under the Senior Loan Documents with respect thereto, and Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Condemnation Action or a Casualty made by Senior Lender; provided, however, this subsection or anything contained in this Agreement shall not limit the rights of Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Condemnation Action or Casualty; and

(B) all proceeds received or to be received on account of a Condemnation Action or a Casualty, or both, shall be applied (either to payment of the costs and expenses of repair and restoration or to payment of the Senior Loan) in the manner determined by Senior Lender in its sole discretion; provided, however, that if Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan, any proceeds remaining after the satisfaction in full of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, Senior Lender agrees to consult with Subordinate Lender in determining the application of Casualty proceeds, provided further, however, that in the event of any disagreement between Senior Lender and Subordinate Lender over the application of Casualty proceeds, the decision of Senior Lender, in its sole discretion, shall prevail.

(c) Insurance.

Subordinate Lender agrees that all original policies of insurance required pursuant to the Senior Security Instrument shall be held by Senior Lender. The preceding sentence shall not preclude Subordinate Lender from requiring that it be named as a loss payee, as its interest may appear, under all policies of property damage insurance maintained by Borrower with respect to the Mortgaged Property, provided such action does not affect the priority of payment of the proceeds of property damage insurance under the Senior Security Instrument, or that it be named as an additional insured under all policies of liability insurance maintained by Borrower with respect to the Mortgaged Property.

(d) No Modification of Subordinate Loan Documents.

Borrower and Subordinate Lender each agree that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the

Subordinate Loan terms in a manner that creates an adverse effect upon Senior Lender under the Senior Loan Documents. Any amendment of the Subordinate Loan Documents or assignment of Subordinate Lender's interest in the Subordinate Loan without Senior Lender's consent shall be void ab initio and of no effect whatsoever.

11. Modification or Refinancing of Senior Loan.

Subordinate Lender consents to any agreement or arrangement in which Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money. Subordinate Lender further agrees that its agreement to subordinate hereunder shall extend to any new mortgage debt which is for the purpose of refinancing all or any part of the Senior Loan (including reasonable and necessary costs associated with the closing and/or the refinancing); and that all the terms and covenants of this Agreement shall inure to the benefit of any holder of any such refinanced debt; and that all references to the Senior Loan, the Senior Note, the Senior Loan Agreement, the Senior Security Instrument, the Senior Loan Documents and Senior Lender shall mean, respectively, the refinance loan, the refinance note loan agreement, the mortgage securing the refinance note, all documents evidencing securing or otherwise pertaining to the refinance note and the holder of the refinance note.

12. Default by Subordinate Lender or Senior Lender.

If Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

13. Reinstatement.

To the extent that Borrower makes a payment to Senior Lender or Senior Lender receives any payment or proceeds of the collateral securing the Senior Loan for Borrower's benefit, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside and/or required to be repaid to a trustee, receiver or any other party under any bankruptcy law, state or federal law, common law or equitable doctrine, then to the extent of such payment or proceeds received and not retained by Senior Lender, this Agreement shall be reinstated and continue in full force and effect until full and final payment shall have been made to Senior Lender. Subordinate Lender agrees to hold in trust for Senior Lender and promptly remit to Senior Lender any payments received by Subordinate Lender after such invalidated, rescinded or returned payment was originally made.

14. Notices.

(a) Process of Serving Notice.

All notices under this Agreement shall be:

(1) in writing and shall be:

(A) delivered, in person;

(B) mailed, postage prepaid, either by registered or certified delivery, return receipt requested;

(C) sent by overnight courier; or

(D) sent by electronic mail with originals to follow by overnight courier;

(2) addressed to the intended recipient at the address(es) below the signature block, as applicable; and

(3) deemed given on the earlier to occur of:

(A) the date when the notice is received by the addressee; or

(B) if the recipient refuses or rejects delivery, the date on which the notice is so refused or rejected, as conclusively established by the records of the United States Postal Service or any express courier service.

(b) Change of Address.

Any party to Agreement may change the address to which notices intended for it are to be directed by means of notice given to the other parties identified in this Agreement.

(c) Receipt of Notices.

Senior Lender, Subordinate Lender or Borrower shall not refuse or reject delivery of any notice given in accordance with this Agreement. Each party is required to acknowledge, in writing, the receipt of any notice upon request by the other party.

15. General.

(a) Assignment/Successors.

This Agreement shall be binding upon Borrower, Senior Lender and Subordinate Lender and shall inure to the benefit of the respective legal successors, transferees and assigns of Borrower, Senior Lender and Subordinate Lender. Borrower shall not assign any of its rights and obligations under this Agreement without the prior written consent of Senior Lender.

(b) No Partnership or Joint Venture.

Senior Lender's permission for the placement of the Subordinate Loan does not constitute Senior Lender as a joint venturer or partner of Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent.

Wherever Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances.

Subordinate Lender, Senior Lender and Borrower each agrees, at Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Mortgage is subordinate to the lien, covenants and conditions of the Senior Loan Documents, or to further evidence the intent of this Agreement.

(e) Amendment.

This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law.

This Agreement shall be governed by the laws of the jurisdiction in which the Mortgaged Property is located without giving effect to any choice of law provisions thereof that would result in the application of the laws of another jurisdiction. Senior Lender, Subordinate Lender and Borrower agree that any controversy arising under or in relation to this Security Instrument shall be litigated exclusively in the jurisdiction in which the Mortgaged Property is located. The state and federal courts and authorities with jurisdiction in such locale shall have exclusive jurisdiction over all controversies that arise under or in relation to this Agreement. The parties hereto irrevocably consent to service, jurisdiction, and venue of such courts for any such litigation and waive any other venue to which any might be entitled by virtue of domicile, habitual residence or otherwise.

(g) Severable Provisions.

If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term.

The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: the payment in full of the principal of, interest on and other amounts payable under the Senior Loan Documents; the payment in full of the principal of,

interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which Subordinate Lender is obligated to remit to Senior Lender pursuant to Section 6 hereof; the acquisition by Senior Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Loan Documents; or the acquisition by Subordinate Lender of title to the Mortgaged Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Loan Documents, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

(j) Sale of Senior Loan.

Nothing in this Agreement shall limit Senior Lender's (including any assignee or transferee of Senior Lender) right to sell or transfer the Senior Loan, or any interest in the Senior Loan. The Senior Loan or a partial interest in the Senior Loan (together with this Agreement and the other Loan Documents) may be sold one or more times without prior notice to Borrower.

[Remainder of Page Intentionally Blank]

IN WITNESS WHEREOF, Borrower, Senior Lender and Subordinate Lender have signed and delivered this Agreement under seal (where applicable) or have caused this Agreement to be signed and delivered under seal (where applicable) by a duly authorized representative. Where applicable law so provides, Borrower, Senior Lender and Subordinate Lender intend that this Agreement shall be deemed to be signed and delivered as a sealed instrument.

SENIOR LENDER:

JPMORGAN CHASE BANK, N.A., a national banking association

By: _____
Anna Cuevas
Authorized Officer

Address: JPMorgan Chase Bank, N.A.
Post-Closing
P.O. Box 9176
Coppell, Texas 75019-9011

With a copy to:

Fannie Mae (Multifamily)
Certification and Custody
Document Delivery Facility (DDF)
21240 Ridgetop Circle
Sterling, VA 20166

[NOTARIAL ACKNOWLEDGEMENT FOLLOWS ON NEXT PAGE]

DRAFT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared **Anna Cuevas**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

SUBORDINATE LENDER:

SOLEDAD REDEVELOPMENT AGENCY, a political body and corporate politic

By: _____
Name:
Title:

Address: _____
_____

ACKNOWLEDGMENT

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STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

SUBORDINATE LENDER:

SOLEDAD REDEVELOPMENT AGENCY, a political body and corporate politic

By: _____
Name:
Title:

Address: _____
_____

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) ss:
COUNTY OF _____)

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I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

BORROWER:

BENITO FLC, L.P., a California limited partnership

By: _____
Name:
Title:

Address: c/o Housing Authority of the County of Monterey
303 Front Street, Suite 107
Salinas, California 93907

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

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) ss:
COUNTY OF _____)

On _____, 2025, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

_____
Signature of Notary

(Affix seal here)

CITY OF SOLEDAD
STAFF REPORT

SUBJECT:

Resolution No. 6315, A Resolution of the City Council of the City of Soledad Authorizing the Mayor to Sign a Letter Responding to the 2024–2025 Monterey County Civil Grand Jury Final Report titled *"Road Safety in Monterey County: Where to Report a Problem"*

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

FROM: **Megan Hunter, City Manager**

THROUGH:

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6315 "Authorizing the Mayor to Sign a Letter responding to the 2024–2025 Monterey County Civil Grand Jury Final Report titled '*Road Safety in Monterey County: Where to Report a Problem'"* (Attachment 2).

Executive Summary

The 2024–2025 Monterey County Civil Grand Jury (CGJ) issued a report identifying inconsistencies in how roadway safety concerns are reported across the County, prompting a required response from the City of Soledad to Finding F6 and Recommendation R6. Although Soledad was only briefly mentioned, the City did not initially receive notice that a response was needed, resulting in a delayed submission.

The CGJ recommended increased promotion of the City's former mobile reporting app; however, Soledad has since discontinued the app due to low usage (13 citizen complaints in 2024) and budget constraints and now relies on its website-based "Report an Issue" system. Given the City's small size and strong community relationships, residents frequently report issues directly to staff, and Public Works proactively identifies concerns through daily field observations. The City continues to advance roadway safety through comprehensive strategies, including its Safe Routes to Schools Plan, HSIP improvements, community engagement efforts, and new public education initiatives outlined in the recently adopted Strategic Plan. While the City agrees that reporting tools should be accessible, it emphasizes that effective roadway safety requires proactive operations, robust community partnerships, and ongoing public outreach. In response to the CGJ Report, it is recommended that the City Council authorize the Mayor to sign and submit the attached letter (Attachment 1).

Background

The 2024–2025 Civil Grand Jury initiated its review following a resident complaint involving an injury accident in Monterey County. During its investigation, the CGJ found significant variation and inconsistency in how cities, the County, and state agencies collect roadway safety complaints, leading to public confusion.

The City of Soledad was identified as providing both a homepage service request link and a mobile application for reporting issues. The CGJ recommended that the City further enhance visibility by placing the reporting link on additional webpages and increasing promotion through social media. Since that time, the City has retired the mobile application and revised its customer service approach, as outlined in the Executive Summary.

Review & Analysis

On April 28, 2025, the Monterey County Civil Grand Jury (CGJ) issued its final report, "Road Safety in Monterey County: Where to Report a Problem." The report concluded that residents across the County often face challenges in determining where to report concerns related to traffic safety, road maintenance, and road development.

Although the City of Soledad was referenced only briefly, a response to Finding F6 and Recommendation R6 is required. Follow-up emails from Sandra Ontiveros were sent to the City Council on October 31 and December 8, 2025; however, they were not received by the City Manager or the Public Works Director. As a result, staff was not aware that a response was required, and the City's reply is being submitted after the standard 90-day period. The City is now providing the necessary follow-up.

Much of the CGJ report addresses reporting challenges in unincorporated Monterey County. However, one Finding (F6) and one Recommendation (R6) relate to the City of Soledad:

- **Finding F6:** The availability of the Salinas, Soledad, and Monterey County uConnect mobile apps is largely unknown to the public, rendering them of limited use.
- **Recommendation R6:** Monterey County and the cities of Salinas and Soledad should promote their service request apps by prominently displaying information regarding their availability on Public Works webpages, other relevant webpages, and through social media by December 31, 2025.

The City respectfully disagrees with both the Finding and Recommendation. The CGJ evaluation appears to equate Soledad—a compact, rural community—with the City of Salinas and unincorporated Monterey County, which are significantly larger and more geographically dispersed. With approximately 20,000 residents (excluding the state correctional facility) and a footprint of just 2.2 square miles, Soledad residents are well aware of city boundaries, maintain close relationships with City employees and elected officials, and routinely report issues through direct communication rather than digital applications. Furthermore, the City adopted a comprehensive Strategic Plan in October 2025 that provides a robust framework for improving roadway safety through multiple strategies beyond digital reporting platforms.

While the City did operate a reporting app at the time of the CGJ investigation, Soledad has since transitioned away from that system. The City previously used the GoGov mobile application (marketed as the "It's Happening in Soledad" app) and its associated customer response module (CRM). Despite an investment of approximately $12,000 (see Attachment 3) and active promotion through social

media, public use remained low, generating only 13 complaints in 2024. In light of severe budget constraints for FY 2025–26, the City discontinued the GoGov platform and shifted to existing Public Works and Code Enforcement systems for receiving and tracking complaints. Residents can now report citizen complaints through a prominent "Report an Issue" button on the City's homepage (see Attachment 4) —an approach that has been used 55 times this year. This is a significant increase over the prior system with only 13 citizens complaints.

Roadway safety operations in Soledad also differ significantly from those in larger jurisdictions. Because the City is only 2.2 square miles, Public Works staff and police officers drive every city street daily and proactively identify maintenance needs or safety issues. The City has also invested heavily in community engagement, including two full-time Community Engagement staff who work closely with residents. As a result, community members routinely bring concerns directly to Public Works, and the City responds quickly to issues such as problematic intersections, faded striping, or local speeding concerns.

This proactive, relationship-based approach has enabled major advancements in transportation safety. The City partnered with Ecology Action and the Transportation Agency for Monterey County (TAMC) to develop and adopt a Safe Routes to Schools Plan and is working on submitting an Active Transportation Program (ATP) grant application to implement the plan's estimated $30 million in improvements. Additionally, the City continues to pursue and implement safety upgrades through the Highway Safety Improvement Program (HSIP).

Community engagement remains central to Soledad's roadway safety strategy. The Soledad Youth Council recently launched a youth-led roadway assessment and public education initiative, further demonstrating the community's commitment to a culture of safety. Their efforts support broader City goals focused on awareness, behavior change, and resident participation, approaches that often yield deeper and more lasting impacts than mobile-app reporting tools alone.

Road safety is a major priority in the City's recently adopted 100-page Strategic Plan (see Attachment 5), which dedicates 13 pages to mobility, with a strong emphasis on safety. One of the key objectives is to "launch public awareness and education campaigns" that promote responsible driving, safe pedestrian and bicyclist behavior, and shared roadway use. Planned initiatives include multilingual materials, speed and distracted-driving campaigns, school and business partnerships, and safety messaging distributed through newsletters, utility bills, and digital platforms.

While the City agrees that accessible reporting tools are valuable and continues to maintain clearly visible reporting options on its website, Soledad emphasizes that effective roadway safety requires a comprehensive, proactive, and community-centered approach. This includes daily field monitoring, public education, long-range planning, and sustained collaboration with residents. The City continues to highlight roadway safety topics through newsletters and social media, including recent messaging on safe driving during rainy weather. In addition, the City has begun promoting the "Report an Issue" platform on social media (see Attachment 6).

Financial Considerations

There is no fiscal impact associated with the City Council's consideration of this item.

Alternatives

- Adopt the resolution as presented; or

- Request modifications to the letter; or
- Do not adopt the resolution and fail to send a response. This is not recommended as jurisdictions are required to respond to the Civil Grand Jury.

Planning/CEQA

The City of Soledad has determined that the proposed action does not meet the definition of a "project" under the California Environmental Quality Act (CEQA) (CEQA Guidelines §15378). Under CEQA Guidelines §15061(b)(3), where it can be seen with certainty that an activity will not result in a significant environmental impact, CEQA does not apply. The proposed action—authorizing a response letter—has no potential to cause a direct or reasonably foreseeable indirect physical effect on the environment. Any future discretionary projects arising from this action will be evaluated separately for CEQA applicability.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6315
Attachment 1 -Civil Grand Jury Letter - City of Soledad 2025
Attachment 2 - Civil Grand Jury Report- Road Safety in Monterey County-
Where to Report a Problem
Attachment 3 - Go Gov Invoice for Its Happening in Soledad App
Attachment 4 - Website - Report An Issue
Attachment 5 - Strategic Plan on Mobility
Attachment 6 - Social Media Post on Reporting an Issue

RESOLUTION NO. 6315

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD AUTHORIZING THE MAYOR TO SIGN A LETTER RESPONDING TO 2024-2025 MONTEREY COUNTY CIVIL GRAND JURY FINAL REPORT TITLED "ROAD SAFETY IN MONTEREY COUNTY: WHERE TO REPORT A PROBLEM"

WHEREAS, on April 28, 2025, the Monterey County Civil Grand Jury (CGJ) issued its final report titled *"Road Safety in Monterey County: Where to Report a Problem"*; and

WHEREAS, the CGJ found that residents throughout Monterey County often face challenges in determining where to report concerns regarding traffic safety, road maintenance, and road development projects; and

WHEREAS, the CGJ requested a response from the City of Soledad (City) to Finding F6 and Recommendation R6, which recommend increased promotion of the City's former mobile reporting application; and

WHEREAS, the City has since discontinued the mobile app due to low public usage and budget constraints, and now utilizes a website-based "Report an Issue" platform for roadway and maintenance reporting; and

WHEREAS, the City respectfully disagrees with the Finding and Recommendation, as the CGJ analysis assumes comparable conditions between Soledad—a compact, rural community—and the significantly larger and more geographically dispersed jurisdictions of Salinas and unincorporated Monterey County; and

WHEREAS, because of Soledad's small geographic area and strong community relationships, residents frequently report issues directly to City staff, and Public Works personnel proactively identify roadway concerns through daily field observations; and

WHEREAS, the City continues to prioritize roadway safety through comprehensive strategies such as the Safe Routes to Schools Plan, Highway Safety Improvement Program (HSIP) projects, robust community engagement, and new public education initiatives outlined in the City's recently adopted Strategic Plan; and

WHEREAS, while the City agrees that accessible reporting tools are important, it also emphasizes that effective roadway safety requires proactive operations, community partnerships, and sustained public outreach; and

WHEREAS, notwithstanding the City's disagreement with the Finding and Recommendation, the City has enhanced the visibility of its "Report an Issue" tool on the City website and initiated promotion of the platform through social media.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Soledad that the Mayor is hereby authorized to sign a letter responding to the 2024-2025 Monterey County Civil Grand Jury Final Report titled "Road Safety in Monterey County: Where to Report a Problem."

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 17th day of December 2025 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

Attachment 1

December 18, 2025

The Honorable Judge Stephanie E. Hulsey
Judge of the Superior Court c/o Office of the County Counsel
Attention: Sandra Ontiveros 168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

RE: Response to 2024-2025 Monterey County Civil Grand Jury Final Report – Road Safety in Monterey County: Where to Report a Problem"

Dear Judge Hulsey:

This letter is the City of Soledad's response to the Finding F6 and Recommendation R6 in the 2024-2025 Monterey County Civil Grand Jury Final Report entitled "Road Safety in Monterey County: Where to Report a Problem." In the Final Report, the Civil Grand Jury made a total of nine Findings and eight Recommendations, with one Recommendation specific to the City of Soledad (City). As requested by the Civil Grand Jury, the City respectfully submits the following responses to the Findings and Recommendations identified for a response in the Final Report:

Although the City of Soledad was referenced only briefly, a response to Finding F6 and Recommendation R6 is required. Follow-up emails from Sandra Ontiveros were sent to the City Council on October 31 and December 8, 2025; however, they were not received by the City Manager or the Public Works Director. As a result, staff was not aware that a response was required, and the City's reply is being submitted after the standard 90-day period. The City is now providing the necessary follow-up.

Much of the CGJ report addresses reporting challenges in unincorporated Monterey County. However, one Finding (F6) and one Recommendation (R6) relate to the City of Soledad:

- **Finding F6:** The availability of the Salinas, Soledad, and Monterey County uConnect mobile apps is largely unknown to the public, rendering them of limited use.
- **Recommendation R6:** Monterey County and the cities of Salinas and Soledad should promote their service request apps by prominently displaying information regarding their availability on Public Works webpages, other relevant webpages, and through social media by December 31, 2025.

The City respectfully disagrees with both the Finding and Recommendation. The CGJ evaluation appears to equate Soledad—a compact, rural community—with the City of Salinas and unincorporated Monterey County, which are significantly larger and more geographically dispersed. With approximately 20,000 residents (excluding the state correctional facility) and a footprint of just 2.2 square miles, Soledad residents are well aware of city boundaries, maintain close relationships with City employees and elected officials, and routinely report issues through direct communication rather than digital applications. Furthermore, the City adopted a comprehensive Strategic Plan in October 2025 that provides a robust framework for improving roadway safety through multiple strategies beyond digital reporting platforms.

While the City did operate a reporting app at the time of the CGJ investigation, Soledad has since transitioned away from that system. The City previously used the GoGov mobile application (marketed as the "It's Happening in Soledad" app) and its associated customer response module (CRM). Despite an investment of approximately $12,000 (Attachment 3) and active promotion through social media, public use remained low, generating 13 complaints. In light of severe budget constraints for FY 2025–26, the City discontinued the GoGov platform and shifted to existing Public Works and Code Enforcement systems for receiving and tracking complaints. Residents can now report complaints through a prominent "Report an Issue" button on the City's homepage (Attachment 4), an approach that has been used 55 times this year.

Roadway safety operations in Soledad also differ significantly from those in larger jurisdictions. Because the City is only 2.2 square miles, Public Works staff and police officers drive every city street daily and proactively identify maintenance needs or safety issues. The City has also invested heavily in community engagement, including two full-time Community Engagement staff who work closely with residents. As a result, community members routinely bring concerns directly to Public Works, and the City responds quickly to issues such as problematic intersections, faded striping, or local speeding concerns.

This proactive, relationship-based approach has enabled major advancements in transportation safety. The City partnered with Ecology Action and the Transportation Agency for Monterey County (TAMC) to develop and adopt a Safe Routes to Schools Plan and is working on submitting an Active Transportation Program (ATP) grant application to implement the plan's estimated $30 million in improvements. Additionally, the City continues to pursue and implement safety upgrades through the Highway Safety Improvement Program (HSIP), improving school intersections identified by residents and students at Soledad High School.

Community engagement remains central to Soledad's roadway safety strategy. The Soledad Youth Council recently launched a youth-led roadway assessment and public education initiative, further demonstrating the community's commitment to a culture of safety. Their efforts support broader City goals focused on awareness, behavior change, and resident participation, approaches that often yield deeper and more lasting impacts than mobile-app reporting tools alone.

Road safety is a major priority in the City's recently adopted 100-page Strategic Plan, which dedicates 13 pages to mobility (Attachment 5), with a strong emphasis on safety. One of the key objectives is to "launch public awareness and education campaigns" that promote responsible driving, safe pedestrian and bicyclist behavior, and shared roadway use. Planned initiatives include multilingual materials, speed and distracted-driving campaigns, school and business partnerships, and safety messaging distributed through newsletters, utility bills, and digital platforms.

While the City agrees that accessible reporting tools are valuable and continues to maintain clearly visible reporting options on its website, Soledad emphasizes that effective roadway safety requires a comprehensive, proactive, and community-centered approach. This includes daily field monitoring, public education, long-range planning, and sustained collaboration with residents. The City continues to highlight roadway safety topics through newsletters and social media, including recent messaging on safe driving during rainy weather. In addition, the City has begun promoting the "Report an Issue" platform on social media (Attachment 6).

Thank you for the opportunity to respond to the Civil Grand Jury's Report and explain how the City is enhancing roadway safety through community engagement.

Respectfully submitted,

Anna Velazquez, Mayor of Soledad

Attachments:
Attachment 1: City Council Resolution
Attachment 2: Civil Grand Jury Report FY 24-25 (Roadway Safety: Where to Report a Problem?)
Attachment 3: Go Gov Invoice for It's Happening in Soledad App and Complaint Platform
Attachment 4: City of Soledad Homepage – Report an Issue
Attachment 5: City of Soledad Strategic Plan – Chapter on Mobility
Attachment 6: City of Soledad Social Media Posts on Reporting an Issue

Attachment 2

ROAD SAFETY IN MONTEREY COUNTY:

WHERE TO REPORT A PROBLEM



Source: Photo of Fern Canyon Road, near Carmel Highlands, posted 2/13/25 on Monterey County Facebook page. The road was subsequently closed.

SUMMARY

From time to time, all drivers in Monterey County have observed safety and maintenance issues with the roads. Should they wish to report a potentially hazardous condition, it is not always obvious which entity they should notify to express their concerns. Roads in Monterey County are owned and maintained by different jurisdictions, most often with overlapping responsibilities. Processes for road improvement projects and traffic safety are lengthy, complicated, and not easily understood. The public is often confused about which entity to contact regarding traffic safety concerns or road maintenance, and even

how to submit customer service requests. Each entity uses a different interface for gathering data regarding traffic safety and maintenance concerns. Forms to request service can be found on most entities' websites but replies to the citizens filing the complaints are inconsistently handled.

The 2024-25 Civil Grand Jury (CGJ) received a complaint from a citizen regarding a major injury accident where the motorist was attempting a legal crossing of the road centerline into a highly trafficked driveway. A vehicle traveling in the same direction failed to stop and hit the stationary car. This resulted in hospitalization and surgery for the complainant. The CGJ examined the citizen inquiry and follow-up processes for these entities:

- Transportation Agency for Monterey County (TAMC)
- California Department of Transportation (Caltrans)
- Monterey County Public Works Division (MCPWD) within the Public Works, Facilities, and Parks Department (MCPWFP).

Researching options for addressing this complaint, the CGJ discovered the public is largely unaware of where and how to submit a request for road improvements and traffic safety concerns. In its findings, the jury identified inconsistent reporting options and a lack of updated traffic collision information. This report will include the following recommendations:

- Publish information regarding the role of TAMC, Caltrans, and MCPWD.
- Update the collision map on TAMC's website thereby improving the public's awareness of challenging conditions and dangerous intersections.
- Inform the public about *Monterey County uConnect*, a mobile device app providing information on a wide variety of topics, including reporting road and traffic concerns in the unincorporated areas of the County.

These simple measures will better inform the community and provide citizens with a sense of partnership with entities in improving our roads and highways.

BACKGROUND

The Civil Grand Jury (CGJ) began to investigate road safety and maintenance in Monterey County after receiving a complaint regarding a left-turn lane on a State highway in Monterey County. There is no left-turn pocket at that location, just the road centerline that has been the scene of multiple accidents. The investigation revealed that road safety projects such as the construction of turn lanes, protective turn pockets, traffic signals, or roundabouts are lengthy and complex processes. These projects involve private property issues, engineering studies, environmental impact, cooperation between jurisdictions, sufficient funding in a time of scarce resources, public hearings, hiring of skilled contractors, and, finally, breaking ground and beginning construction.

Many factors go into prioritizing which projects are funded. These include data regarding collisions and incidents. This information is difficult for the public to locate and compile. Other considerations include grant awards, state funding, and voter approval of measures to fund jurisdictional improvements.

The CGJ also found confusion regarding which entity is responsible for which roads within Monterey County and how best to contact the correct public organization (State or local) regarding a road safety or maintenance concern.

The following entities are responsible for traffic safety in Monterey County and collaborate closely with local municipalities to complete of traffic projects. Each entity will be examined in further detail in later sections of this report.

TAMC

TAMC, Monterey County's regional transportation planning agency, is a State-designated agency responsible for financial and logistical planning of transportation projects. The mission of TAMC is to "develop and maintain a multimodal transportation system that

enhances mobility, safety access, environmental quality, and economic activities in Monterey County". TAMC is not responsible for road repairs or physical road enhancements. (tamcmonterey.org, Feb. 16, 2025)

Caltrans

Caltrans is responsible for more than 50,000 miles of highways and freeways in California. It also provides inter-city rail services, airports, and hospital heliports, and collaborates closely with local agencies. According to the Caltrans website, "Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration and the Equipment Service Center. Caltrans' vision is to achieve a thriving and connected California." (dot.ca.gov, Feb. 16, 2025)

Monterey County Public Works Division

The mission of MCPWD is to promote economic vitality and enhance the quality of life for the citizens of Monterey County by providing safe and efficient public roads, bridges, and public facilities. MCPWD is responsible for road repair and construction of physical road enhancements on County roads. (countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks/ public-works)

TAMC, Caltrans, and MCPWD, including each city within the county of Monterey, is the focus of this report, which includes the following information:

- How to submit a concern or a complaint
- Where to find up-to-date information about projects
- How to access mobile apps available for the unincorporated areas of Monterey County and two other cities within the county

METHODOLOGY

The Civil Grand Jury investigated road safety and maintenance in Monterey County. The CGJ interviewed knowledgeable representatives of several different entities and departments responsible for the topics under investigation. In addition, the CGJ gathered and analyzed internal documentation provided by some representatives. Jurors made field visits to relevant locations of interest to gain firsthand insights.

DISCUSSION

Many entities are responsible for road safety and maintenance in Monterey County. The chart below indicates which entity is responsible for which types of roads and services:

Entities Responsible for Road Maintenance and Repair

Entity Name	Area of Responsibility	State or Local Agency
Public Works Department of each city	Road safety and maintenance within the various municipalities of Monterey County	Local - City
Monterey County Public Works Division (MCPWD)	Road safety and maintenance in the unincorporated areas of Monterey County (see list of areas below)	Local - County
California Department of Transportation (Caltrans)	Road safety and maintenance of State Highways in Monterey County including Hwy 1, Hwy 101, Hwy 68, Hwy 156, State Routes 218, 183	State
Transportation Agency for Monterey County (TAMC)	Planning and funding major road improvement projects within Monterey County	Local - County
California Highway Patrol (CHP)	Ensuring traffic laws are enforced on California roads. Also collects collision data utilized by other entities	State

MCPWD is responsible for providing services to the following unincorporated communities:

- North County: Pajaro, Moss Landing, Las Lomas, Aromas, Elkhorn, Castroville and Prunedale
- Salinas Valley: Boronda, Spreckels, Toro Park, East Garrison, San Benancio, and Corral de Tierra
- Coastal Area: Carmel Valley, Cachagua, Big Sur
- South County: Chualar, Pine Canyon, Lockwood, Bradley, San Lucas, San Ardo

Del Monte Forest is supported by Pebble Beach Corporation Road Department.

Public Works Departments within Each City in Monterey County

Each of the 12 incorporated cities in Monterey County has its own public works department responsible for the safety and maintenance of that city's roads. Many cities utilize an online portal on their websites for the public to submit information or concerns regarding traffic safety and maintenance issues. The table below identifies each city, its public works department website and phone number, and how to submit a request for service or report a problem.

How to Request Service or Report a Problem Regarding Road Safety and/or Road Maintenance

City Name Public Works Department Phone Number	**The Website Home Page has a Link to Service Request Form?**	**Mobile App Available to Request Service or Report a Problem? (Y/N)**
Carmel (831) 620-2070	Yes -- Link to the Form Click: Report a Problem	No
Del Rey Oaks (831) 713-0171 (831) 394-8511 (emergency/safety issues)	No. It is on the Public Works page. Link to the Form	No

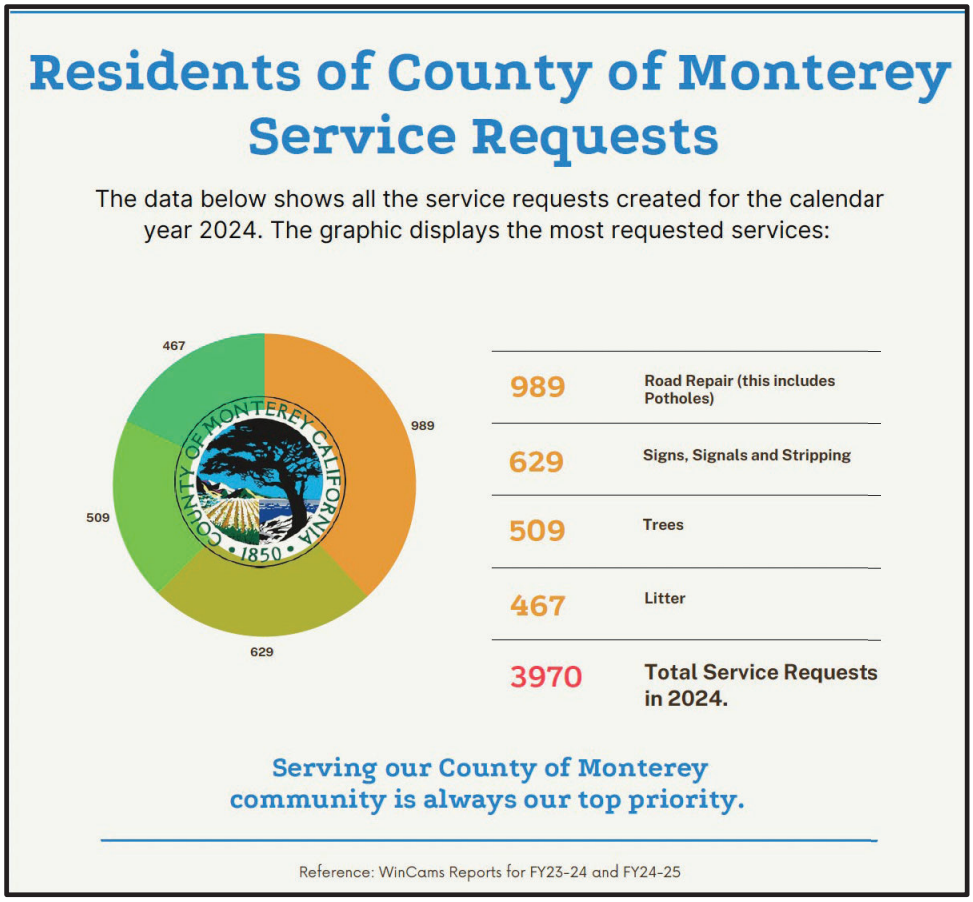
Gonzales (831) 675-5000 (City Hall) (outside of city business hours call (831) 755-5111)	Yes -- Link to the Form Click “Service Request”	No
Greenfield (831) 674-2635	Yes -- Link to the Form Click “Report a Concern”	No
King City (831) 386-5927	Yes -- Link to the Form Click “How Do I”	No
Marina (831) 884-1212	Yes -- Link to the Form Click “Service Requests”	No
Monterey (831) 646-3920	Yes -- Link to the Form Click “Service Requests”	No
Pacific Grove (831) 648-5722	Yes -- Link to the Form Click “Service Request”	No
Salinas (831) 758-7421	Yes -- Link to the Form Click “Report an Issue”	Yes The mobile app is called *SalinasConnect*
Sand City (831) 394-3054	No	No
Seaside (831) 899-6825	Yes -- Link to the Form Click “SeeClickFix”	Yes The mobile app is called *SeeClickFix**
Soledad (831) 223-5176	Yes -- Link to the Form Click “Report an Issue or a suggestion”	Yes The mobile app is called *It’s Happening in Soledad*
Monterey County (831) 755-4925	No	Yes The mobile app is called *Monterey County uConnect*

Note: the links in this table were accurate as of March 20, 2025, and are shown in the Bibliography at the end of this report.
**SeeClickFix is only available to cities that subscribe to this third-party service.*

Monterey County Public Works Division (MCPWD)

According to the Monterey County website, the Monterey County Public Works Division (MCPWD) provides services to ensure reasonable and safe road development, plan for future needs, manage infrastructure and County facilities, and protect natural resources. Several divisions exist within MCPWD. The Public Works Division includes Divisions of Road and Bridge Engineering, Stormwater and Floodplain Management, Traffic Engineering, Road and Bridge Maintenance, and several other divisions. Members of the public who have a road traffic safety or maintenance concern regarding a road in the unincorporated areas of the County must call or email a request for service or call 911 in case of an emergency. MCPWD receives 3,000 to 4,000 customer service requests annually and logs them into a database.

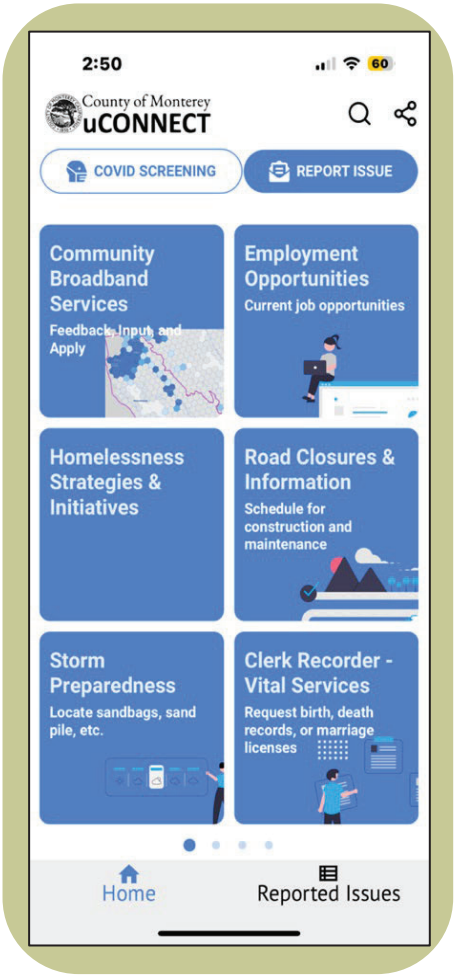
Monterey County Service Requests, Calendar Year 2024



Source: Monterey County Public Works, Facilities, and Parks Department

Mobile Apps for Reporting Traffic Safety and Maintenance Concerns

The CGJ identified three entities that utilize apps that can be downloaded to mobile devices: Cities of Soledad and Salinas as well as Monterey County. The *Monterey County uConnect* app may be used for reporting many different issues and has a wealth of other information in addition to reporting a concern.



Home page of *Monterey County uConnect* app
Source: Monterey County Public Works, Facilities, and Parks Department

The home page of the app has a "Report Issue" button that opens a dropdown menu listing a range of issues related to road maintenance concerns in the unincorporated areas of the County including dead animals, debris removal, flooding, guardrail, illegal

parking, potholes, road repair, sign/signal/striping, streetlights, and tree/weed removal. The app is an easy way for the public to report an issue while traveling in the unincorporated areas of the county. However, there is no reference to the *Monterey County uConnect* app on the MCPWD website. Further, it is not easy to find information about the *Monterey County uConnect* app on any of the County departments' websites.

The Cities of Soledad and Salinas mobile apps function in a way similar to the Monterey County app for reporting road safety and maintenance issues.

Another app available for download to mobile devices is called *SeeClickFix*. The app, developed by an outside vendor, works with many municipalities throughout the U.S. to manage citizen reports regarding road safety and maintenance issues. The City of Seaside uses *SeeClickFix* as a mobile app and has incorporated it into its website. The CGJ is not aware of other vendors offering similar services. Many cities use the 311 referral system to report road safety issues. It functions similarly to the 211 system available in Monterey County for requesting information regarding social services.

California Department of Transportation (Caltrans)

According to its website, Caltrans manages more than 50,000 miles of California's highway and freeway lanes, provides inter-city rail services, permits more than 400 public-use airports and special-use hospital heliports, and works with local agencies. Caltrans carries out its mission with six primary programs: Aeronautics, Highway Transportation, Mass Transportation, Transportation Planning, Administration, and the Equipment Service Center. California is divided into 12 districts, Monterey County is in District 5 along with San Benito, San Luis Obispo, Santa Cruz and Santa Barbara Counties. A total of 888 Caltrans employees are assigned to District 5.

Caltrans has a comprehensive customer service request portal on its website that is monitored and tracked. During the three-year period from February 2022 to February 2025, a total of 1,063 Customer Service Requests were received regarding State

highways in Monterey County according to documentation provided by Caltrans. The CGJ found that requesting parties routinely receive feedback regarding their inquiries.

Transportation Agency for Monterey County (TAMC)

TAMC is the state-designated regional transportation planning agency for Monterey County. It provides long-range planning and projections of future needs. TAMC's mission is to develop and maintain a multimodal transportation system that enhances mobility, safety, access, environmental quality, and economic activities in Monterey County. TAMC achieves this by preparing extensive plan documents, with public input, and by applying for, receiving, and disbursing funds for transportation projects countywide. It does not "own" any roads in the county but works collaboratively with multiple jurisdictions who do own them.

Many factors go into prioritizing which projects are funded. Collision data is just one tool used to determine road safety improvement projects. Up-to-date information regarding collisions in Monterey County is difficult for the public to obtain because multiple agencies collect and analyze such data often in different ways. One such source is the Statewide Integrated Traffic Record System (SWITRS) that utilizes information gathered by the California Highway Patrol (CHP). Data are updated quarterly, most recently in December 2024, and is viewable on the Transportation Injury Mapping System (TIMS) published by UC Berkeley. One of the most comprehensive Collision Data Maps for Monterey County residents may be found on TAMC's website, yet it has not been updated since 2018.

In 2023, it was announced that TAMC would receive $640,000 in federal funding to develop a Monterey County Vision Zero Plan, a comprehensive county-wide safety action plan developed in collaboration with partner agencies and other stakeholders to promote coordinated solutions to reduce fatalities and injuries due to traffic collisions in Monterey County. This funding could be used to update the Collision Data Map on TAMC's website so that the public can find information regarding collisions in areas of interest.

According to officials at TAMC, its website receives few visits, and public participation at its meetings is sporadic. The Contact Us page invites the public to request meeting agendas, and the Public Outreach page invites the public to complete a survey asking questions about how people would prefer to be informed about TAMC's activities. Only one response was received during the last two years. For the form to be more useful to both TAMC and the public, the survey could be expanded to include a section providing the opportunity to submit a concern about a road and/or traffic safety issue.

Public involvement is essential for the planning, safety, and maintenance of roads. Monterey County residents and visitors benefit when it is easy for them to participate and report unsafe conditions.



A Curve in Carmel Valley Road
Source: Image by Parker Siebold, Monterey County Weekly

FINDINGS

It is unclear to the public which entity to contact with concerns regarding traffic safety, road maintenance, and/or road development projects, leading to confusion and frustration for the public.

F1. The cities of Del Rey Oaks and Sand City do not have links to an online service request on the home pages of their websites, making it difficult for citizens to report an issue.

F2. Sand City's online public complaint form is tailored to complaints against a business or person. There is no separate service request form for reporting road safety or maintenance issues.

F3. The City of Pacific Grove appears to have a mobile app, but it is not available at the Apple App Store.

F4. The purpose of the *SeeClickFix* button on the home page of the City of Seaside's website is unclear.

F5. MCPWD does not have an online "Request for Service" form on its website for road safety and repair issues, making it more difficult for the County residents to report a problem.

F6. The availability of the Salinas, Soledad, and *Monterey County uConnect* mobile apps are largely unknown to the public, rendering them of little use.

F7. The Collision Data Map on TAMC's website was last updated in 2018 and does not provide up-to-date information for Monterey County residents.

F8. TAMC's outreach survey could be made more useful to TAMC and the public by incorporating a section where the public may report unsafe traffic or road conditions.

F9. Caltrans, TAMC, and the Monterey County Department of Public Works collaborate effectively with local municipalities to complete road and traffic projects.

RECOMMENDATIONS

R1. The cities of Del Rey Oaks and Sand City add a link to the online service request form to the home pages of their websites by 7/31/25.

R2. Sand City amend its public complaint form to include requests for service regarding road safety and maintenance issues by 9/30/25.

R3. The City of Pacific Grove activate its mobile app on the Apple Store by 9/30/25.

R4. The City of Seaside rename the button on the home page from *SeeClickFix* to "Report an Issue" and reference the availability of the *SeeClickFix* mobile app by 7/31/25.

R5. Monterey County create a direct link to an electronic "Request for Service" form on its website for road repair or safety issues by 10/31/25.

R6. Monterey County and the cities of Salinas and Soledad promote their service request apps by prominently displaying information regarding their availability on the Public Works webpages, on other relevant pages of their websites, and through social media by 12/31/25.

R7. TAMC update the Collision Data Map to include data from 2018 to the present on its website by 12/31/25.

R8. TAMC expand the public outreach survey on its website to solicit public feedback and invite questions from the public regarding its plans and projects as well as traffic and road safety concerns by 9/30/25.

REQUEST FOR RESPONSES

The following responses are required pursuant to Penal Code Sections 933 and 933.05:

From the following governing bodies within 90 days of the publication of this report:

- Monterey County Board of Supervisors
  - Findings: F5-F6, F9
  - Recommendations: R5-R6

- Del Rey Oaks City Council
  - Finding: F1
  - Recommendation: R1

- Pacific Grove City Council
  - Finding: F3
  - Recommendation: R3

- Salinas City Council
  - Finding: F6

- Recommendation: R6

- Sand City Council
  - Findings: F1-F2
  - Recommendations: R1-R2

- Seaside City Council
  - Finding: F4
  - Recommendation: R4

- Soledad City Council
  - Finding: F6
  - Recommendation: R6

- Transportation Agency for Monterey County (TAMC)
  - Findings: F7-F9
  - Recommendations: R7-R8

INVITED RESPONSES

From the following individuals:

- Director, Monterey County Public Works, Facilities, and Parks Department
  - Findings: F5-F6, F9
  - Recommendations: R5-R6

- Executive Director, TAMC
  - Findings: F7-F9
  - Recommendations: R7-R8

DISCLAIMER

Two grand jurors recused themselves from all meetings and discussions regarding this report and abstained from voting for its approval.

Reports issued by the Grand Jury do not identify individuals interviewed. Penal Code section 929 requires that reports of the Civil Grand Jury not contain the name of any person or facts leading to the identity of any person who provides information to the Civil Grand Jury.

GLOSSARY & ACRONYMS

Caltrans	California Department of Transportation
CGJ	Civil Grand Jury
CHP	California Highway Patrol
CSR	Customer Service Request
MCPWFP	Monterey County Public Works Facilities and Parks Department
MCPWD	Monterey County Public Works Division
SWITRS	Statewide Integrated Traffic Record System
TAMC	Transportation Agency for Monterey County
TIMS	Transportation Injury Mapping System

BIBLIOGRAPHY

Caltrans Customer Service Request Portal
https://csr.dot.ca.gov/

Monterey County IT Department Webpage regarding *Monterey County uConnect*
https://www.countyofmonterey.gov/government/departments-i-z/information-technology/uconnect

Caltrans Facts, 2024
https://dot.ca.gov/-/media/dot-media/programs/research-innovation-system-information/documents/caltrans-fact-booklets/caltransfacts2024-a11y.pdf

California Crash Reporting System (CCRS)
https://data.ca.gov/dataset/ccrs/resource/f775df59-b89b-4f82-bd3d-8807fa3a22a0?filters=County%20Code%3A27

SeeClickFix App Information
https://pria-academy.org/ICT/pdf/Primer_SeeClickFix.pdf

Safewise Website Regarding 311 Service
https://www.safewise.com/blog/what-is-311/

Open311
https://www.open311.org/learn/

211 Service in Monterey County
https://211montereycounty.org/

Transportation Injury Mapping System (TIMS) fatalities by county
https://tims.berkeley.edu/summary.php

TAMC Collision Data Map 2013-2018
https://www.tamcmonterey.org/collision-data-map

County and City Public Works Service Request Links Referenced in the "Report a Problem" Table

County of Monterey
https://www.countyofmonterey.gov/government/departments-i-z/public-works-facilities-parks

Carmel
https://ci.carmel.ca.us/contact

Del Rey Oaks
https://www.delreyoaks.org/publicworks/page/public-works-service-request

Gonzales
https://gonzalesca.gov/service-request-form

Greenfield
https://ci.greenfield.ca.us/FormCenter/Miscellaneous-8/Citizen-Request-Form-76

King City
https://www.citizenserve.com/Portal/PortalController?Action=showGeneral&ctzPagePrefix=Portal_&installationID=367

Marina
https://www.cityofmarina.org/requesttracker.aspx

Monterey
https://www.mymontereyportal.org/submit-service-request

Pacific Grove
https://pacificgroveca.qscend.com/311/request/add

Salinas
https://salinasca.qscend.com/311/request/add

Sand City
https://www.sandcity.org/contact-us/public-complaint-form

Seaside
https://seeclickfix.com/web_portal/LzEcqTL3af2AJMmzXZWiVD28/report/category

Soledad
https://www.cityofsoledad.com/report-issue/

Attachment 3

Invoice

1930 Veterans Hwy #12-425
Islandia, NY 11749

(925) 456-4468
Billing@GOGovApps.com

Invoice #:	24-147
Inv. Date:	04/01/2024
Due Date:	05/31/2024
PO / Ref #:	
License Period:	6/1/2024 – 5/31/2025

Bill To:

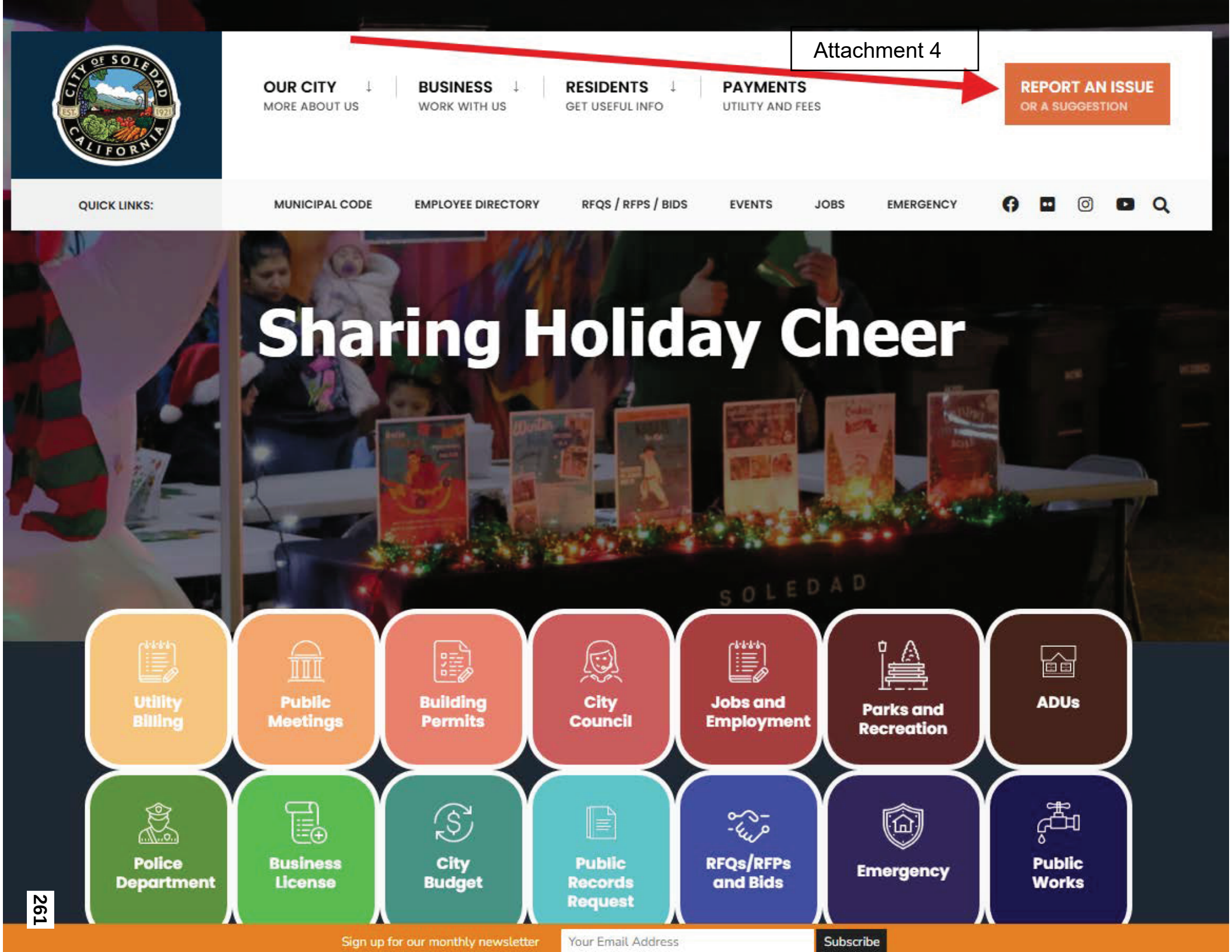
Steven Andranigian
Soledad City, CA
248 Main Street
Soledad, CA 93960

GOGov EIN # **83-2833905** • Download our W9 - https://GOGovApps.com/W9

Description	Service Start	Qty Months	Amount
GORequest Citizen Request Management (CRM) subscription	06/01/2024	12	12,000.00

Total	**12,000.00**
BALANCE DUE	**$12,000.00**

Attachment 4



5 – Mobility

We have high-quality road and public transit systems that help prevent traffic fatalities and severe injuries, minimize traffic congestion, and allow convenient access to daily destinations. We are proud of our safe, walkable, accessible, and bikeable neighborhoods that promote non-automobile modes of transportation.

5.1 - Goal: Promote Active Transportation and Pedestrian Safety

Promote safe, convenient, and connected options for walking and biking by developing new Active Transportation Program (ATP) corridors and infrastructure.

5.1.1 – Upgrade key transportation corridors near schools, parks, and transit stops to enhance safety, accessibility and comfort for pedestrians and cyclists.

Responsible Department: Engineering / Planning
Priority: **Urgent**

- Collaborate with TAMC to resubmit the Soledad Safe Routes to School Project (SSRTS) for Active Transportation Program (ATP) implementation funding through Caltrans and other applicable funding sources.
- Apply for funding for smaller ATP projects in the SSRTS for implementation.
- Design improvements to the Front Street underpass based on the pilot project, including reconstructed sidewalks, ADA accessibility, bike lanes, and improved light and drainage.
- Implement the West Street Complete Street Project (Road Diet), including a lane reduction, improved crossings, and additional bike and pedestrian amenities.
    - Complete construction plans and bidding package.
    - Select a qualified contractor to build the improvements and initiate construction.
    - Evaluate traffic speeds, collision data, and community feedback before and after implementation.

5.1.2 - Develop safe and accessible bicycle infrastructure citywide.

Expand the city's bikeway network to provide safe, continuous, and convenient routes for all users.
Responsible Department: Public Works
Priority: Semi Urgent

- Implement a phased buildout of Class II and Class III bike lanes across neighborhoods.
- Install Class IV protected bike lanes along key arterials with high vehicle volumes.
- Add bike signage, sharrows, and wayfinding along major and secondary roads.
- Maintain real-time online maps and printed materials for bike routes and facilities.
- Replace damaged or install new bike racks at key downtown hubs, parks, and schools.

- Partner with regional transit agencies and nonprofits to launch bike rental or bike-share programs.

5.1.3 – Launch education and incentive programs to promote active transportation, particularly walking and biking.

Responsible Department: Parks and Recreation/Public Works
Priority: Semi Urgent

- Partner with the Soledad Unified School District to promote active transportation to school as outlined in the Safe Routes to School Plan:
    - Host pop-up bike repair clinics, student-led maintenance days, and community ride events.
    - Launch “Walk and Roll to School” and “Walk to Work” campaigns.
    - Launch education campaigns promoting walking, biking, and transit use among students
    - Engage youth to create videos, murals, and posters near school sites to encourage walking or biking to school.
    - Pilot a walking school bus or enhanced crossing guard program at selected school sites to promote safe, active commuting for students.
    - Hold school-based bike safety education and group ride events.
- Provide helmet giveaways and lighting kits to improve student cyclist safety.
- Expand community bike donation drives to support low-income riders.
- Support walking and wellness through community partnerships:
    - Launch a citywide walking campaign with branded signage, maps, and neighborhood loops.
    - Partner with health organizations to link walking paths with wellness check-in stations
    - Incorporate walking goals into community events, step challenges, or Blue Zones promotion.
    - Create scenic walking trails with rest stops, historical signage, and nature features
    - Celebrate local 'Walk to Work' and 'Walk to School' days through city promotion
- Monitor and analyze program participation to guide and improve future active transportation education initiatives.

5.2 – Goal: Advance Vision Zero by Implementing the Safe Routes to School Plan and Other Safety Improvements

Achieve zero traffic-related fatalities and severe injuries through data-driven design, education, enforcement, and collaboration. Improve safety for all users—especially pedestrians, cyclists, students, and seniors—across Soledad's transportation network.

5.2.1 – Implement the Safe Routes to School Plan

Enhance the safety, accessibility, and comfort of routes to and from schools through coordinated infrastructure and education efforts.

Responsible Departments: Engineering / Soledad Unified School District / Community Engagement
Priority: **Urgent**

- Deliver Funded Projects through the Safe Routes to School Program including:
    - Pedestrian improvements at Orchard Ln & Gabilan Dr (Jack Franscioni ES).
    - Intersection improvements at Main St & Gabilan Dr (Pinnacles HS).
    - Pedestrian upgrades at Benito St & Gabilan St (Soledad HS).
    - Sidewalk and safety enhancements on Orchard Ln (San Vicente ES).
- Align curb colors, loading zones, and crosswalks with updated circulation and campus access plans.
- Adopt citywide school zone safety standards (speed limits, signage, and crossing treatments) consistent with state law.
- Launch a Back-to-School Safety Campaign via newsletters, social media, and city channels.
- Host annual joint city–school traffic safety planning sessions.
- Engage students in safety awareness through youth-designed videos, posters, and murals near school sites.

5.2.2 – Improve school access and drop-off zone safety

Reduce traffic congestion and conflicts near schools by improving circulation, signage, and visibility.

Responsible Departments: Engineering / Soledad Unified School District
Priority: Semi Urgent

- Assess and redesign school drop-off loops to reduce bottlenecks and improve pedestrian safety.
- Integrate parent and guardian orientation modules on safe drop-off/pick-up practices.
- Restripe and add directional arrows to clarify one-way flow and entry/exit points.
- Install stop signs, cones, and crossing supervision during peak hours.
- Engage with the School District to explore adjustments to school start times in areas where traffic impacts are significant.

- Ensure reflective, multilingual, and ADA-compliant signage at all school driveways, including no-U-turn and directional signs.
- Evaluate signage effectiveness through field observation and community feedback.

5.2.3 – Enhance citywide pedestrian safety infrastructure.

Reduce pedestrian and cyclist injuries by improving infrastructure, visibility, and installing traffic-calming features citywide.
Key Implementation Programs: HSIP 10 (Highway Safety Improvement Program), Safe Routes to School, Vision Zero

Responsible Departments: Police Department / Engineering
Priority: **Urgent**

- Install speed bumps, flashing beacons, and pedestrian signage in high-traffic and school zones.
- Repaint and refresh crosswalks, school zones, and road markings annually.
- Integrate Class II or III bike lanes where feasible to promote safe multimodal travel.
- Upgrade streetlights and pedestrian-scale lighting in priority corridors and intersections.
- Evaluate and install curb extensions, raised medians, or pedestrian refuges to slow vehicle speeds.
- Develop a citywide walkability map to prioritize sidewalk and ADA upgrades.
- Conduct pedestrian safety audits around schools, parks, and civic buildings to identify crossing and lighting gaps.
- Install tactile paving, ADA ramps, and accessible push-button signals at major intersections.
- Promote community participation through events like “Walk to School Week” and neighborhood walking events.

5.2.4 – Strengthen traffic enforcement and speed management.

Reduce speed-related and distraction-related crashes through data-driven enforcement and technology.

Responsible Department: Police Department
Priority: **Urgent**

- Conduct targeted enforcement in school zones and high-collision corridors.
- Deploy mobile and fixed radar feedback signs to encourage compliance.
- Publish an annual enforcement impact report tracking violations, speed trends, and safety outcomes.
- Use collision and citation data to inform enforcement priorities and community outreach.

5.2.5 – Launch public awareness and education campaigns.

Foster a culture of safety and shared responsibility among drivers, pedestrians, and cyclists.

Responsible Department: Police Department / Community Engagement
Priority: **Urgent**

- Launch a citywide campaign on speeding, distracted driving, and pedestrian safety using posters, yard signs, digital content, and social media.
- Distribute driver safety tips via utility bills, newsletters, and city accounts.
- Partner with schools, youth groups, and businesses to expand outreach and reinforce safe driving messages.
- Develop multilingual educational materials to ensure accessibility for all residents.

5.2.6 – Pursue funding and partnerships for Vision Zero implementation.

Secure sustainable funding and partnerships to implement high-impact safety projects.

Responsible Departments: Engineering / Police Department
Priority: **Urgent**

- Develop a prioritized list of shovel-ready projects with cost estimates and safety impact metrics.
- Bundle small-scale projects into competitive grant applications to maximize funding potential.
- Host annual grant coordination workshops among engineering, planning, and police staff.
- Incorporate crash data, community input, and equity considerations into all safety funding proposals.
- Pursue collaboration with regional agencies (TAMC, Caltrans, Blue Zones) to align Vision Zero goals and leverage resources.

5.3 - Goal: Enhance Public Transit, Senior Mobility, and Regional Connectivity (Regional)

Improve access, safety, and convenience for residents, seniors, workers, and visitors through coordinated regional transit, micro-mobility, and infrastructure investments. Strengthen partnerships with regional agencies and neighboring cities to create an equitable and connected transportation network.

5.3.1 – Strengthen local transit services and mobility options for seniors and underserved residents.

Ensure equitable, reliable, and accessible transit options that meet the mobility needs of all Soledad residents, particularly seniors, farmworkers, and underserved populations.

Responsible Departments: Engineering / Transit Partnerships / Community Engagement
Priority: Semi Urgent

- Partner with Monterey–Salinas Transit (MST) to expand in-town service frequency and update routes based on ridership data and community input.
- Coordinate with MST to ensure all bus stops feature adequate lighting, seating, shelter, and ADA-compliant access.
- Develop micro-transit or neighborhood shuttle pilot programs with flexible, on-demand scheduling to improve first/last-mile connectivity.
- Produce and distribute a multilingual transit access map highlighting routes, stops, and service options for underserved residents.
- Explore partnerships to offer subsidized ride-share or voucher programs (Uber/Lyft) for essential medical, employment, and educational trips.
- Host regular community feedback forums and online surveys to assess transit satisfaction and identify unmet needs.
- Expand the Parks & Recreation Travel Program for Seniors, offering affordable local and regional excursions.
- Partner with local organizations, clinics, and agricultural employers to coordinate transportation services for seniors and farmworkers, including extended-hour routes for H-2A workers.
- Establish a Transportation Liaison position to assist seniors, non-English speakers, and agricultural workers in navigating transit options.
- Collaborate with health and wellness organizations to align medical appointment shuttles with existing transit schedules.

5.3.2 – Improve tourism and regional transit connectivity

Support economic development and sustainable tourism by enhancing transit connections between Soledad, regional attractions, and neighboring cities.

Responsible Departments: Transit Partnerships / Community Engagement / Community Development/National Park Service
Priority: **Long Term**

- Partner with Pinnacles National Park, MST, and the City of Hollister to pilot a regional shuttle service connecting Downtown Soledad, Pinnacles National Park, and major visitor destinations.
- Promote Soledad as the southern gateway to Pinnacles National Park through marketing and MST route branding.
- Collaborate with local hotels, wineries, and tourism operators to develop bundled lodging + transit experiences
- Seek regional and inter-jurisdictional grants to fund tourism-related shuttle infrastructure and park-and-ride facilities.
- Coordinate with Monterey County, Hollister, and Caltrans District 5 on long-term tourism mobility strategies.

5.3.3 – Modernize Highway 101 Corridor and Gateway Infrastructure

Enhance the safety, function, and aesthetics of Highway 101 interchanges and corridors serving Soledad's community and regional economy.
Responsible Departments: City Manager / Planning / Engineering
Priority: **Long Term**

- Collaborate with Caltrans to design and implement safety upgrades to Highway 101 on- and off-ramps, focusing on Front Street and city gateway areas.
- Improve lighting, signage, lane striping, and visibility to enhance driver awareness and pedestrian safety near ramps.
- Coordinate ramp and interchange design with city pedestrian and bicycle network improvements to ensure seamless connectivity.
- Conduct public outreach to engage residents and nearby businesses on proposed ramp improvement designs.
- Integrate future transit and commercial corridor growth into long-term corridor planning.

5.3.4 – Collaborate on regional multi-use trails and active transportation networks.

Expand regional connectivity and recreation opportunities by linking Soledad's trail system to neighboring cities and regional routes.

Responsible Departments: Engineering / Planning
Priority: **Long Term**

- Partner with the Transportation Agency for Monterey County (TAMC) to develop a regional trail and bikeway plan connecting Soledad, Gonzales, and Greenfield.
- Collaborate with TAMC and Monterey County to plan and design a segment of the Salinas River Trail through the Soledad area.
- Work with the County and TAMC to evaluate a trail connection from the old landfill site into town, integrating it with city park and bike networks.
- Ensure trail and bikeway connections link key destinations—schools, parks, neighborhoods, and commercial areas.
- Coordinate with regional partners and funding agencies to align trail alignments and pursue joint grant applications for design and construction.

5.4 - Goal: Improve Traffic Management, Road Safety, and Infrastructure

Enhance roadway efficiency, safety, and durability through data-driven congestion management, proactive maintenance, and the integration of smart mobility technology. Ensure Soledad's transportation network supports growth, accessibility, and long-term sustainability.

5.4.1 – Redesign congested corridors and modernize traffic control systems.

Reduce congestion and improve safety by reconfiguring key intersections and corridors using modern design standards and context-sensitive solutions.
Responsible Departments: Engineering / Public Works / Community Engagement / Caltrans
Priority: **Long Term**

- Construct modern roundabouts or other intersection improvements where feasible to enhance safety and traffic flow.
- Conduct traffic signal coordination and optimization studies to improve performance along major corridors.
- Implement smart signal technology with adaptive timing to respond to real-time conditions.
- Enforce truck routes to divert heavy vehicles from residential and sensitive corridors. **(Urgent)**
- Collaborate with Caltrans and regional agencies to evaluate the feasibility of new Highway 101 exits or ramp improvements that reduce local congestion.
- Upgrade lane striping, signage, and turn guidance to eliminate bottlenecks and improve wayfinding.
- Engage the community in corridor redesign to balance mobility, safety, and neighborhood quality.

5.4.2 – Improve roadway conditions through data-driven maintenance and capital planning

Preserve and extend the lifespan of city streets and sidewalks through preventive maintenance, coordinated utility planning, and performance-based investment.

Responsible Department: Engineering/Public Works
Priority: **Urgent**

- Slurry Seal & Micro-Surfacing Program (Year 1): Expand annual pavement preservation activities in alignment with the Pavement Management Program.
- Sidewalk Replacement Program: Conduct a comprehensive assessment of sidewalks and needed ADA improvements to prioritize maintenance and upgrades.
- Implement a five-year rolling Capital Improvement Plan (CIP) to guide street reconstruction and rehabilitation.
- Coordinate with utility providers to minimize redundant excavations and reduce road disruption.
- Integrate Pavement Condition Index (PCI) data into annual budgeting and project prioritization.
- Upgrade street signs, reflective striping, and pavement markers during resurfacing to enhance visibility and nighttime safety.

5.4.3 – Implement smart mobility and traffic monitoring systems.

Use technology and real-time data to improve traffic flow, enhance safety, and support proactive infrastructure management.
Responsible Departments: Engineering / Public Works / Information Technology / Police Department
Priority: **Long Term**

- Deploy traffic sensors, cameras, and vehicle-counting devices to monitor congestion, speed, and travel times along key corridors.
- Implement adaptive signal control systems that adjust light timing dynamically based on vehicle and pedestrian demand.
- Create a citywide traffic data dashboard to inform staff, emergency responders, and the public of real-time conditions.
- Integrate GPS and GIS-based analytics into maintenance scheduling and traffic management.
- Pilot smart parking and curb-management technologies in downtown or school-adjacent zones to improve turnover and reduce circling.
- Collaborate with regional transportation agencies and Caltrans to share mobility data and synchronize corridor performance.
- Utilize data from radar feedback signs and crash reports to identify high-risk locations and prioritize safety improvements.

- Explore grant funding under SMART Grants, HSIP, ATP, and Caltrans Technology Innovation Programs to support implementation.

5.5 - Goal: Promote Beautification, Streetscape Design, and Community Placemaking

Enhance Soledad's visual identity and mobility experience through cohesive streetscape design, landscaping, art, and community-centered public spaces. Prioritize corridors and connections that promote walkability, safety, and civic pride.

5.5.1 – Transform key corridors through comprehensive streetscape design.

Create unique streetscapes that are inviting and memorable, celebrating Soledad's character, improving mobility, and strengthening community identity.

Responsible Departments: Community & Economic Development (CED) / Public Works
Priority: Semi Urgent

- Develop a more detailed streetscape plan for Downtown based on the ELS design concept.
- Develop a comprehensive corridor design plan from Highway 101 to Downtown that aligns with Complete Streets principles and local character.
- Develop branding and design guidelines for public furniture, lighting, signage, and paving to ensure visual consistency across city projects.
- Upgrade and unify wayfinding and directional signage guiding residents and visitors to Downtown, Pinnacles National Park, parks, and civic destinations.
- Expand and illuminate gateway monument signage that reflects Soledad's identity as the "Gateway to Pinnacles."
- Complete the Front Street Landscape Project (also in Chapter 4: Community Places).
- Install native, drought-tolerant landscaping and decorative fencing along the freeway-facing side of Front Street and other key gateways.
- Integrate public art, murals, and sculpture installations at underpasses, bridges, and high-visibility entry points.
- Encourage temporary and permanent art installations, including murals, pop-up exhibits, and artist-led streetscape enhancements.
- Collaborate with schools, cultural groups, and local artists to celebrate Soledad's agricultural heritage and diversity through art and landscape themes.
- Incorporate cultural storytelling, interpretive signage, and historical markers along key corridors.
- Coordinate with Caltrans, Monterey County, and TAMC for shared investment in corridor beautification and maintenance.
- Host community beautification days, art walks, and planting events that engage youth and local organizations.

5.5.2 – Strengthen pedestrian and bicycle connections between parks, neighborhoods, and housing developments.

Enhance walkability, recreation, and neighborhood cohesion through attractive, safe, and connected greenway and trail networks.

Responsible Departments: Engineering / Parks & Recreation / Community & Economic Development (CED)
Priority: **Long Term**

- Install pedestrian-scale lighting, benches, and wayfinding signage along key greenways and neighborhood connectors.
- Develop an interconnected walking trail system linking Gabilan Plaza, local schools, residential developments, and park facilities.
- Incorporate shade trees, fitness equipment, rest areas, and art installations along connector paths to encourage everyday use.
- Establish consistent streetscape design standards across residential frontages, trails, and adjacent public spaces.
- Collaborate with developers to integrate sidewalk, landscape, and public art features into new subdivisions to support active lifestyles and visual cohesion.

5.5.3 – Expand citywide urban forestry and green infrastructure.

Increase shade, comfort, and environmental resilience by expanding Soledad's urban tree canopy and green infrastructure. *(Some of these goals are also found in Chapter 3, Environmental Justice and Equity)*

Responsible Departments: Public Works / CED
Priority: **Long Term**

- Implement a 5-Year Urban Forestry and Canopy Plan to plant native shade trees along parks, sidewalks, medians, and public buildings.
- Launch an "Adopt-a-Tree" program to engage residents, businesses, and community groups in ongoing tree planting and maintenance.
- Prioritize native and drought-tolerant species that support biodiversity and reduce water use.
- Integrate green infrastructure elements such as rain gardens and permeable surfaces into streetscape projects to manage stormwater sustainably.
- Include urban forestry metrics (canopy coverage, tree survival rate, and species diversity) in annual beautification reports and grant proposals.

5.6 - Goal: Increase Mobility Innovation and Future Planning Capabilities

Advance Soledad's transportation planning capacity through technology, transparent project management, and forward-thinking mobility innovation. Build systems that enable efficient, equitable, and sustainable delivery of infrastructure improvements.

5.6.1 – Complete and implement the Circulation Plan outlined in the General Plan to enhance community connectivity.

Responsible Departments: CED/Public Works
Priority: **Long Term**

- Resubmit the Planning funding application for the Pinnacles Parkway Project to establish a second grade-separated crossing, create a multi-modal corridor, and construct two roundabouts connecting the east end of Los Coches Road to Metz Road.
- Collaborate with residents to identify and design a pedestrian railroad crossing near Palm Avenue and 8th Street, as recommended in the General Plan.
- Pursue opportunities to design and construct a third highway ramp to improve emergency access and overall mobility in Soledad, which currently has only two ramps.

5.6.2 – Create a Transparent Capital Improvement Project (CIP) tracking system.

Improve accountability, coordination, and public engagement by making capital projects and budgets accessible in real time.

Responsible Department: Public Works/Finance
Priority: Semi Urgent

- Develop an online CIP dashboard showcasing all active and planned transportation and infrastructure projects.
    - Include timelines, budgets, milestones, and funding sources, updated quarterly or in real time.
    - Integrate community feedback tools to allow residents to comment and ask questions about projects directly.
    - Ensure the platform is mobile-friendly and available in English and Spanish.
    - Promote the dashboard at budget workshops, planning forums, and community meetings to increase transparency.
- Train department heads and project managers to maintain up-to-date information and coordinate data entry across departments.

5.6.3 – Conduct transportation impact fee and cost allocation studies.

Responsible Departments: Community & Economic Development/Public Works / Finance
Priority: **Urgent**

- Complete the nexus study and update the current transportation impact fee to include Miramonte.
- Update the transportation impact fee after the completion of the General Plan if needed.
- Engage developers, regional agencies, and community stakeholders to align fee structures with infrastructure timelines.
- Adjust fee programs to support infill and affordable housing while maintaining fiscal sustainability.
- Publish annual transparency reports showing how fees are collected and invested in infrastructure.
- Leverage impact fee revenue to secure regional and state grants for transportation and multimodal improvements.

5.6.4 – Coordinate Surplus Land Planning for Future Mobility Infrastructure

Leverage city-owned and surplus land to advance long-term mobility goals and connectivity.

Responsible Departments: Planning / Public Works
Priority: Semi Urgent

- Identify city-owned and underutilized parcels for future use as trailheads, mobility hubs, park-and-ride lots, or shared-ride zones.
- Ensure compliance with the State Surplus Lands Act while maximizing local community benefit.
- Collaborate with regional planning agencies to establish mobility-supportive zoning for identified parcels.
- Prioritize parcels connecting affordable housing, parks, and transportation corridors.
- Incorporate surplus land analysis into the City's General Plan and Capital Improvement Program (CIP).
- Explore public-private partnerships (P3s) for EV charging, shared micro-mobility, or logistics staging areas.

5.6.5 – Advance Smart Mobility and Innovation Partnerships

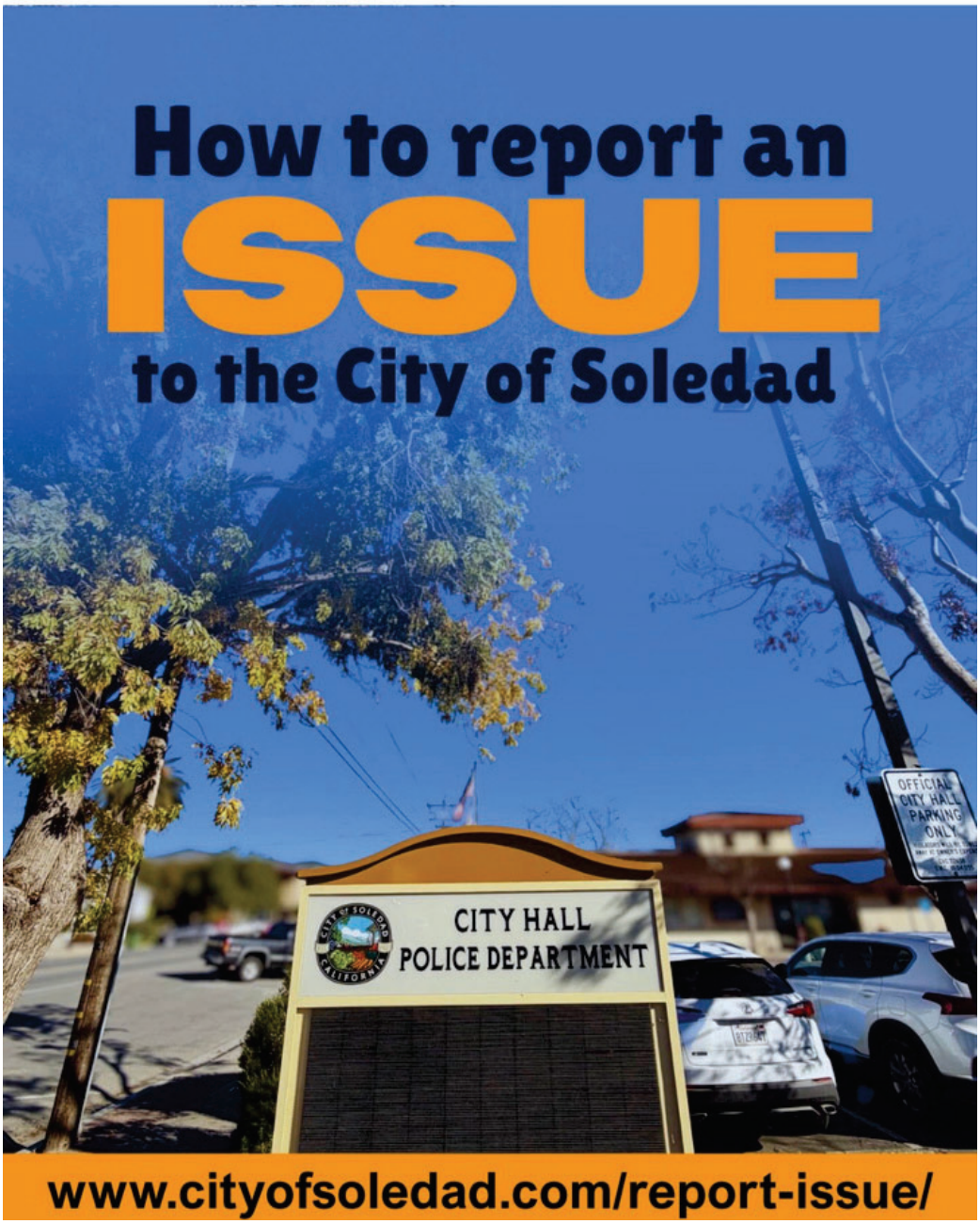
Position Soledad as a regional leader in smart and sustainable mobility by piloting innovative technologies and building collaborative partnerships.

Responsible Departments: Engineering / Public Works / Community Engagement / Regional Partners (TAMC, MST, Caltrans)
Priority: **Long Term**

- Partner with TAMC, MST, and Caltrans to pilot smart mobility technologies, such as adaptive traffic signals, connected vehicle sensors, and real-time travel data platforms.
- Expand electric vehicle (EV) charging infrastructure in city-owned parking lots, community centers, and transit hubs. **(Urgent)**

- Launch a Smart Corridor Pilot Project integrating real-time traffic monitoring, dynamic signage, and pedestrian sensors to enhance safety and efficiency.
- Develop a data-sharing framework with regional agencies to align transportation, environmental, and public safety data systems.
- Explore micro-mobility programs (e-scooters, e-bikes) to expand first- and last-mile connectivity between neighborhoods, schools, and downtown.
- Pursue state and federal innovation grants (e.g., SMART, Carbon Reduction, Clean Mobility Options, ATP) to fund pilot projects.
- Incorporate climate resilience and carbon-reduction metrics into all transportation planning and reporting.
- Host annual Mobility Innovation Forums to showcase new technologies and invite feedback from residents, students, and businesses.

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CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Consideration of Appointment of Mayor Pro Tempore and Various Appointments to Council and City Committees**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad appoint the Mayor Pro Tempore for the 2026 term. According to the current rotation policy, Councilmember Fernando Ansaldo-Sánchez would be appointed as Mayor Pro Tem for the year 2026. It is also recommended that the Mayor and City Councilmembers review the current list of all Council appointments to regional boards and council committees and provide any necessary direction regarding regular and alternate appointments.

Executive Summary

Each December, the City reviews and updates appointments to various regional boards, such as TAMC, and to City committees. Under the City Council Rules, Policies, and Procedures, the Mayor is responsible for making these appointments, subject to Council approval. In recent years, the Mayor has engaged Councilmembers in a public discussion regarding their interests and availability prior to making appointment recommendations, after which the Council formally approves the selections.

In addition, the Council rotates the position of Mayor Pro Tem in accordance with the established rotation schedule outlined in the Council Rules, Policies, and Procedures. Based on this schedule, Councilmember Ansaldo-Sánchez is next in line to serve as Mayor Pro Tem, and this appointment also requires Council approval.

Background

Typically, each December, the City reviews and updates appointments to regional boards, such as TAMC, as well as various city committees. Under the City Council Rules, Policies, and Procedures, the Mayor makes these appointments subject to Council approval. It is customary to re-evaluate the list each December so that newly elected Councilmembers may participate following the certification of the November election. This is also the time when the City Council rotates the position of Mayor Pro Tem.

Review & Analysis

Under the City Council Rules, Policies, and Procedures, the Mayor has the authority to nominate and select members to serve on regional boards and committees, with Council approval unless otherwise required by statute. Although the formal authority rests with the Mayor, the City Council has historically engaged in open discussions regarding these appointments. This collaborative approach allows the Mayor to gauge Councilmembers' interests and availability, make consensus-based selections in public view, and ensure that Councilmembers can discuss goals and priorities for these assignments.

Timely appointments are especially important for regional bodies such as TAMC and MST, where representation ensures that the City of Soledad maintains an active voice in decisions affecting regional planning and resource allocation. The Mayor and Councilmembers should review the current list of appointments and determine whether any changes are appropriate.

Pursuant to Resolution No. 5674, adopted on January 6, 2021, the City amended the Rules, Policies, and Procedures related to the selection of the Mayor Pro Tempore. Article III, Section 2, "Appointment of Mayor Pro Tempore," states that after the certification of each municipal election and at the seating of a new Mayor Pro Tempore, the City Council shall review the rotation list for the next two years. The intent is for each Councilmember to serve a one-year term as Mayor Pro Tempore during their four-year tenure. In the event of a disruption to the regular rotation, the Council must consider:

- The rotation history of the previous four years;
- That the Mayor Pro Tempore serves for approximately one year; and
- If two or more Councilmembers have not served and have equal tenure, the member receiving the most votes in the prior election should be placed higher in the rotation.

Based on past appointments, existing terms, and the goal of maintaining an equitable rotation, the anticipated assignments for the next two years would be:

- Fernando Ansaldo-Sanchez in 2026
- Evarista Banuelos in 2027
- Ben Caldera in 2028

It is recommended that the Council finalize the appointments at this meeting so that Councilmembers can begin their assignments at the start of the new year.

Financial Considerations

Councilmembers receive a monthly stipend of $1,050 for attending Council meetings and attending to other Council business. In some cases, Councilmembers may receive a meeting stipend for attending regional board meetings, but this is not paid through the City.

Alternatives

- Appoint Mayor Pro Tem and make other appointments to regional boards and committees; or
- Do not appoint a Mayor Pro Tem and do not make other appointments to regional boards and committees, and provide direction to staff. This is not recommended, as it is important to have representation on these boards and committees as we start 2026.

Planning/CEQA

The appointment of Mayor Pro Tem and Councilmembers to boards and committees is not an action

under CEQA.

Public Notice Requirements

None required.

Attachment(s):
City Council Appointments and Committees

City of Soledad
Summary of City Council
Committee List
As of 03/2025

COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES, BOARDS & COMMISSIONS

Agencies, Boards and Commissions	Appointed	Staff	Meeting Date/Time/ Location
Name		**Liaison**	
AMBAG – Association of Monterey Bay Area Governments Board	Rep: Fernando Ansaldo-Sanchez Alt: Ben Caldera	Community Economic Development Director	2nd Wednesday of Every month 5:00 p.m. 24580 Silver Cloud Court, Monterey. 93940 AMBAG Conference Room
CAC – Citizen Advisory Committee	Law Enforcement Rep: Chief Patrick Valenzuela Citizen Rep: Ben Caldera	Police Chief	2nd Thursday of each month Time: On site
MAYORS – Monterey County Mayors' Association	Rep: Anna M. Velazquez	City Manager	1st Friday of Every Month Time: 12:00 Location: This meeting rotates throughout the cities of Monterey County.
MST – Monterey Salinas Transit District	Rep: Fernando Cabrera Alt: Evarista Banuelos	Public Works Director	2nd Monday of Every Month 10:00 a.m. 19 Upper Ragsdale, Ste. 100 Monterey, CA 93940
SVSWA – Salinas Valley Solid Waste Authority	Rep: Evarista Banuelos Alt: Ben Caldera	Public Works Director	3rd Thursday of Every Month 6:00 p.m. 117 Fourth St. Gonzales, CA 93926
TAMC Board – Transportation Agency of Monterey County	Rep: Anna Velazquez Alt: Fernando Ansaldo-Sanchez	Public Works Director	4th Wednesday of Every Month 9:00 a.m., The location will be posted on the each agenda

City of Soledad
Summary of City Council
Committee List
As of 03/2025

COUNCIL APPOINTMENTS TO OUTSIDE AGENCIES, BOARDS & COMMISSIONS

TAMC Rail Policy Committee	Rep: Anna Velazquez Alt: Fernando Ansaldo-Sanchez	Public Works Director	1st Mon. of each month (Except January) *January meeting is held on the 2nd Monday. 2:00 p.m. 55-B Plaza Cir. Salinas. This meeting can also be joined via Zoom or teleconference
MBAAPCD – Monterey Bay Area Air Pollution Control District	This appointment is selected by the City Selection Committee.	City Manager	3rd Wednesday of every month (Except January and July) 1:30 p.m. 24580 Silver Cloud Court, Monterey
3CE – Central Coast Community Energy	The representative under the JPA is City of Gonzales, Mayor Rios	Public Works Director	Policy Board Meetings 2nd Wednesday of every month 10:30 a.m. 70 Garden Court., Suite 300, Monterey
SSVBA - South Salinas Valley Broadband Authority	Rep: Ben Caldera Alt: Anna M. Velazquez	City Manager	Meets every quarter, on the 3rd Thursday of that month. Time: 9:00 a.m. They meet in person at the Greenfield City Hall, 599 El Camino Real
MEASURE Q Oversight Committee Local Transit Funding for Senior Citizens, Veterans And People with Disabilities sales tax	Rep: Anna Velazquez	City Manager	This group meets twice per year: March and August, 2025. The meetings will be on 03/17 and 8/18) 1:00 p.m. 19 Upper Ragsdale Drive, Suite 100, as well as virtually via Zoom, telephone, and email.

City of Soledad
Summary of City Council
As of 03/2025

CITY COMMISSIONS LIST

Commission Name	Role	Appointed	Staff Liaison	Meeting Date/Time/ Location
Planning Commission	Meets to administer the Soledad General Plan and Zoning Code, makes decisions on projects, and provides recommendations to the City Council on larger projects and amendments to the Zoning Code.	Roberto Cruz Josefina Aguilera Lorenzo Sanchez Sergio Diaz Sandy Fuerte	Community & Economic Development Director	2nd Thursday of every month 248 Main Street, Soledad Council Chamber 6:00 p.m.

STANDING COMMITTEES
Updated: 12/2024

Standing Committee Name	Role	Appointed	Staff Liaison	Meeting Date/Time/ Location
City of Soledad Transaction and Use Tax Citizen Oversight Committee. (TUT)	Carry out review and recommendation functions for both Measure S and Measure Y tax revenues There have been six appointments made, however there has been no initial meeting scheduled to establish each representative for the specific services. 1. Senior Services _____ 2. Animal Services _____ 3. Childcare Services _____ 4. Youth Rep. _____ 5. Recreation _____ 6. General Appt. _____ 7. General Appt. _____	Velazquez – Jana Swearenger (General) Velazquez – Lourdes Infante (General) Velazquez - _____ Cabrera – Eugene Ivey II Ansaldo-Sánchez – Angelica Godoy-Rodriguez Bañuelos – Ramos Arroyo Jr. Caldera – David Garcia	Finance Director City Manager	Twice per Year / As needed
Miramonte Affordable Housing Advisory subcommittee	Conduct a more in-depth review of the developer agreement for Miramonte project housing related matters.	Mayor Velazquez Councilmember Ansaldo-Sánchez	City Manager	

City of Soledad
Summary of City Council
As of 03/2025

SUBCOMMITTEES LIST

Committee Name	Role	Appointed	Staff Liaison	Meeting Date/Time/ Location
Affordable Housing Subcommittee	Review Affordable Housing Agreements with developers that require Inclusionary Housing pursuant to City ordinances and make recommendations to the City Council.	Evarista Banuelos Fernando Cabrera	Community & Economic Development Director	As needed
Policies & Procedures Subcommittee	Review Policies and Procedures and make recommendations to the City Council.	Anna M. Velazquez Fernando Ansaldo-Sanchez	City Manager	As needed
Soledad City Council Legislative Subcommittee	This committee is composed of two Councilmembers who meet with the City's lobbyist and staff to track important legislative bills and packages and recommend a legislative platform.	Fernando Ansaldo-Sanchez Fernando Cabrera	Community Engagement Manager	2nd Thurs. of each month Soledad City Hall

Subcommittee - a smaller group that is a permanent part of a larger committee/structure with ongoing responsibilities/task, focusing on a particular aspect of the larger committee's work.

City of Soledad
Summary of City Council
As of 03/2025

AD HOC COMMITTEES LIST

Committee Name	Role	Appointed	Staff Liaison	Meeting Date/Time/ Location
Immigration Ad Hoc Task Force	The immigration task force works to improve the quality of life for all new, existing, and future immigrants by providing resources and accurate information to ensure trust in local government.	Fernando Cabrera Ben Caldera	Community Engagement Manager	As needed

Ad Hoc Committee – A Committee that is temporary and created for a one-time specific issue or project for a limited period.

City of Soledad
Summary of City Council Committee List
As of 12/2024

LIAISON APPOINTMENTS TO OUTSIDE LOCAL ORGANIZATIONS

Liaison Committee Name	Role	Appointed	Staff Liaison	Meeting Date/Time/ Location
Soledad Historical Society (SHS)	Serve as the City's rep. to the organization and report SHS's activities to the Council, and seek guidance from the Council as to general matters related to SHS's activities.	Rep: Evarista Banuelos Alt: Ben Caldera	Community/Economic Development Dir.	2nd Wednesday of each month 10:00 a.m.

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Changes to the Brown Act Under SB 707**

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

FROM: **Megan Hunter, City Manager**

THROUGH: **Mike Rodriquez, City Attorney**

MEETING DATE: **December 17, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad accept a report on changes to the Brown Act under SB 707 and provide direction, as necessary, to staff.

Executive Summary

SB 707, approved by the Governor in October of 2025, provides a comprehensive and significant number of changes to the Brown Act, the State's open meetings law. The changes are primarily aimed at addressing technological advances that allow remote meeting participation by legislative board members. Although many of the changes are not applicable to the City due to the size of its population, there are a number of new provisions worth noting that will impact meetings of both the city council and subsidiary bodies. For the most part, responsibility for administration of these new provisions will fall on Staff.

Background

SB 707, approved by the Governor on October 3, 2025, codifies significant changes to the Ralph M. Brown Act ("Brown Act"), California's open meetings law that ensures the public's business is conducted openly and transparently and protects the public's right to attend and participate in meetings of local legislative bodies.

Review & Analysis

SB 707 aims to broaden and diversify public engagement in local government and modernize the Brown Act in the face of technological advances, with a particular emphasis on improving access for disabled, underrepresented, and non-English speaking communities. To achieve these goals, SB 707 amends numerous provisions, establishes new duties and expectations for legislative bodies, and reorganizes various provisions of the Brown Act to improve clarity and readability. Additionally, SB

707 expands and clarifies teleconferencing rules, ensuring that remote meetings maintain transparency, provide public access and public comment opportunities, and accommodate public participation from members within the agency's jurisdiction. Most updates under SB 707 are effective as of January 1, 2026.

The most significant (and costly) changes to the Brown Act only apply to "eligible legislative bodies." With respect to city councils, an eligible legislative body is a city council in a city with a population of at least 30,000 or a city located in a county with a population of 60,000 or more. Since the City of Soledad does not fall within this definition, it does not have to satisfy many of the new SB 707 requirements.

However, the Soledad City Council, like all other legislative bodies in the State, will be required to comply with several general amendments to the Brown Act. A detailed summary of these statutory changes and their implications is provided in Attachment 1, *Memo re Changes to the Brown Act under SB 707 (December 17, 2025).*

Financial Considerations

N/A

Alternatives

N/A

Planning/CEQA

N/A

Public Notice Requirements

None Required.

Attachment(s):
Attachment 1 - Memo re Changes to Brown Act under SB 707.pdf
Attachment 2 - SB 707

To: Honorable Mayor Velasquez and City Council
Re: Changes to the Brown Act under SB 707
Date: December 17, 2025
Page: 1

The most significant (and costly) changes to the Brown Act only apply to "eligible legislative bodies." With respect to city councils, an eligible legislative body is a city council in a city with a population of at least 30,000 or a city located in a county with a population of 60,000 or more. Since the City of Soledad does not fall within this definition, it does not have to satisfy many of the new SB 707 requirements.

However, the Soledad City Council and all other similar legislative bodies in the State will have to comply with a number of general amendments to the Brown Act as follows:

1. **Alternative Teleconferencing Rules**: SB 707 leaves intact the traditional teleconference rules set forth in Government Code Section 54953, which require the Council to take votes by rollcall, post agendas at all teleconference meetings, identify each teleconference location on the agenda, make each teleconference location accessible to the public, and ensure that a quorum of members of the legislative body participate from locations within the City. However, it also provides new rules and regulations that allow teleconferencing in seven specific circumstances so long as the Council follows both a general set of rules governed by Section 54953.8 as well as specific rules governing each set of circumstances. Applicable circumstances include meeting during a proclaimed state or local state of emergency or when a board member establishes a need to participate remotely with just cause. The basic requirements for all seven exceptions include:

    - Must allow the public to remotely hear and observe the meeting and provide comment by way of a two-way audio-visual platform or two-way telephonic service and live webcasting.

    - If disruptions occur that prevent observation or call-in service or public comment, the council is prohibited from taking action on agenda items until service is restored.

    - The identity of the teleconferencing member(s) and the specific provision of the law that allows teleconferencing must be included in meeting minutes.

    - The teleconferencing member must disclose whether any individual 18 years or older is in the remote location from which the member is participating and the relationship between such individuals.

    The just cause exception has been modified to include additional causes for remote participation and has eliminated the need for the Council to vote to accept the stated "just cause." (A welcome addition since the prior voting requirement was always somewhat

awkward.) The just cause exception continues to be subject to limited use, in Soledad's case, five times within a year for an entity that meets twice a month. [1]

SB 707 also has added provisions that allow a legislative board member with a disability to participate in meetings remotely, subject to certain rules, as a reasonable accommodation to applicable laws, like the Americans With Disabilities Act.[2] This addition comports with a July 2024 California Attorney General's opinion.

2. **Subsidiary Body Teleconference Rules**. SB 707 allows an "eligible subsidiary body," including certain standing committees, to meet remotely, provided that the standing committee meets the legal definition of an "eligible subsidiary body" and meets other certain requirements.[3] The rules regarding this new right are fairly technical and staff will need to do a case-by-case analysis to determine when they are applicable to the City's standing committees. The most important of the rules is the requirement that the subsidiary body be exclusively advisory, with no authority to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants or allocations of funds.

3. **Multijurisdictional Body Teleconferencing Rules**. SB 707 now allows an "eligible multijurisdictional body" to conduct a teleconference meeting. It will be the responsibility of the multijurisdictional body to determine if and when it wants to allow teleconferencing in accordance with established rules, including but not limited to the following:

   - The body must adopt a resolution authorizing teleconferencing;

   - At least a quorum of a body's members must participate from one or more physical locations open to the public and within the body's jurisdiction;

   - A member of the body shall not participate remotely unless the location from which the member participates remotely is more than 20 miles each way from any physical location where a quorum of body's members participates;

   - A member is limited to how often they may participate remotely based on the number of times the body meets per year.[4]

[1] Gov. Code § 54953.8.3(a)(3)(A)-(B); (b); (c)(1)-(7)
[2] Gov. Code § 54953(c)(1)
[3] Gov. Code § 54953.8.6.
[4] Gov. Code § 54953.8.7(a).

4. The Council will have to comply with the following miscellaneous provisions added by SB 707 to the Brown Act:

- **Committee Exception to Public Comment Requirements**. The Council must allow public comment on an item that appeared before a committee if:

  - the item was substantially changed since the committee's review;

  - a quorum of the committee members did not participate from a singular physical location, clearly identified on the agenda, open to the public, and situated within the City's jurisdiction; or

  - the committee focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.[5]

  As a practical matter this new provision will not impact the Council as we have never denied public comment on committee recommendations or matters appearing before a committee.

- **Provide Copy of Brown Act**. The City must provide a copy of the Brown Act to every newly elected or appointed member of the Council.[6] Again, this will have no impact on the City since it has been long-standing City practice to provide new members of the Council or subsidiary legislative bodies with a copy of the Brown Act.

- **Special Meeting Agenda Posting**. The City must post its agenda on its website if a special meeting is called.[7]

- **Disruptive Teleconferencing Conduct**. The City may remove or limit participation by members of the public who participate remotely at city council meetings.[8] While rules authorizing legislative bodies to remove individuals engaged in disruptive conduct at meetings exist, previously there was no such authority or guidance for removing disruptive remote comment and/or participants. This new law is meant to address the "zoom bombing" phenomena.

- **Social Media Use**. SB 707 eliminates the sunset clause governing how members of a legislative body may use social media platforms, making these provisions permanent.

[5] SB 707, amending Gov. Code § 54954.3(a).
[6] SB 707, amending Gov. Code § 54952.7.
[7] SB 707, amending Gov. Code § 54956.
[8] SB 707, adding Gov. Code § 54957.96.

> Council members may continue to communicate with constituents on social media but must refrain from engaging with fellow members about council business on such platforms.[9]

In light of the foregoing, Staff is recommending that the Council direct staff to initiate the following actions:

1. The City should prepare and adopt a procedure for receiving and resolving requests for reasonable accommodation for individuals with a disability to participate in a teleconferenced meeting.

2. The Council should adopt a resolution requiring that a copy of the Brown Act be provided to every newly elected or appointed member of the City Council and subsidiary bodies.

3. The Council should adopt a resolution or policy requiring that its agenda be posted on its website every time a special meeting is called at least 24 hours before the meeting.

Attachment 2: SB 707

[9] SB 707, deleting Gov. Code § 54952.2(d).

SB-707 Open meetings: meeting and teleconference requirements. (2025-2026)

SHARE THIS:

Date Published: 10/06/2025 02:00 PM

Senate Bill No. 707

CHAPTER 327

An act to amend Sections 54952.7, 54953, 54953.5, 54953.7, 54954.2, 54954.3, 54956, 54956.5, 54957.6, 54957.9, and 54957.95 of, to amend and repeal Section 54952.2 of, to add Sections 54953.8, 54953.8.1, 54953.8.2, and 54957.96 to, and to add and repeal Sections 54953.4, 54953.8.3, 54953.8.4, 54953.8.5, 54953.8.6, and 54953.8.7 of, the Government Code, relating to local government.

[Approved by Governor October 03, 2025. Filed with Secretary of State October 03, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 707, Durazo. Open meetings: meeting and teleconference requirements.

(1) Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate.

This bill would, beginning July 1, 2026, and until January 1, 2030, require an eligible legislative body, as defined, to comply with additional meeting requirements, including that, except as specified, all open and public meetings include an opportunity for members of the public to attend via a 2-way telephonic service or a 2-way audiovisual platform, as defined, and that the eligible legislative body take specified actions to encourage residents to participate in public meetings, as specified. The bill would require an eligible legislative body, on or before July 1, 2026, to approve at a noticed public meeting in open session a policy regarding disruption of telephonic or internet services occurring during meetings subject to these provisions, as specified, and would require the eligible legislative body to comply with certain requirements relating to disruption, including for certain disruptions, recessing the open session for at least one hour and making a good faith attempt to restore the service, as specified.

(2) Existing law prohibits a majority of the members of a legislative body, outside a meeting authorized by the act, from using a series of communications of any kind to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body. Existing law defines "meetings" for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. Until January 1, 2026, existing law excepts from the prohibition a member engaging in separate conversations or communications outside of a meeting with any other person using an internet-based social media platform for specified purposes, provided, among other things, that a

majority of the members do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body.

This bill would make the above-described exception related to communications on an internet-based social media platform applicable indefinitely.

(3) Existing law requires a legislative body, prior to taking final action, to orally report a summary of a recommendation for a final action on specified forms of compensation for a local agency executive, as defined, during the open meeting in which the final action is to be taken.

This bill would also require the legislative body to make that oral report, as provided above, prior to taking final action on those specified forms of compensation for a department head or other similar administrative officer of the local agency.

(4) Existing law requires a legislative body of a local agency or its designee, at least 72 hours before a regular meeting, to post an agenda that meets specified requirements, including that the agenda contain a brief general description of each item of business to be transacted or discussed at the meeting, as specified.

This bill would, beginning July 1, 2026, and until July 1, 2030, require the agenda for each meeting of an eligible legislative body, as defined, to be translated into all applicable languages. The bill would define "applicable languages" to mean languages, according to data from the most recent American Community Survey, spoken jointly by 20% or more of the applicable population, as specified, provided that 20% or more of the population that speaks that language that in that city or county speaks English less than "very well," as specified, and except as provided.

Existing law requires every agenda for regular meetings to provide an opportunity for members of the public to directly address the legislative body on any item of interest of the public, as specified. Existing law specifies that the agenda is not required to provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, as specified, except if the item has been substantially changed since the committee heard the item, as determined by the legislative body.

This bill would add certain exceptions to the provision related to an item that has already been considered by a committee, including excepting committees whose primary subject matter jurisdiction focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals, except as specified.

(5) Existing law authorizes a legislative body of a local agency to require a copy of the act to be given to each member of the legislative body and specified persons elected to serve as a member of the legislative body, and authorizes an elected legislative body member to require a copy to be given to each member of each legislative body all or a majority of whose members are appointed by or under the authority of the elected legislative body.

This bill would instead require a local agency to provide a copy of the act to any person elected or appointed to serve as a member of a legislative body of the local agency.

Existing law authorizes legislative bodies of local agencies to impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in the act, and authorizes an elected legislative body of a local agency to also impose those requirements on those appointed legislative bodies of the local agency of which all or a majority of the members are appointed by or under the authority of the elected legislative body.

This bill would remove the above-described requirement that members of an appointed legislative body of a local agency must be appointed by or under the authority of the elected legislative body of a local agency in order for the elected legislative body to impose the above-described requirements on the appointed legislative body.

(6) Existing law provides any person attending an open and public meeting of a legislative body of a local agency with the right to record the proceedings with an audio or visual recorder or a still or motion picture camera, as specified.

This bill would remove the reference to an audio or visual recorder or a still or motion picture camera for purposes of recording the proceedings, as described above.

(7) Existing law authorizes a legislative body of a local agency to use teleconferencing, as specified, and requires a legislative body of a local agency that elects to use teleconferencing to comply with specified general requirements, including that the local agency post agendas at all teleconference locations, identify each

teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Existing law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified.

Existing law authorizes members who are outside the jurisdiction of a health authority, as defined, that conducts a teleconferencing meeting to, notwithstanding the above-described general teleconference provisions, count towards the establishment of a quorum when participating in the teleconference if, among other things, at least 50% of the number of members that would establish a quorum are present within the boundaries of the territory over which the authority exercises jurisdiction.

Existing law authorizes, in certain circumstances, the legislative body of a local agency to use specified alternative teleconferencing which include provisions related to, among others, notice of the means by which members of the public may access the meeting and offer public comment and identifying and including an opportunity for all persons to attend via a call-in option or an internet-based service option. Those circumstances in which the legislative body of a local agency is authorized to use the alternative teleconferencing provisions include specified circumstances relating to a state of emergency, as defined, and, until January 1, 2026, subject to specified limitations, a member's need to participate remotely due to just cause, defined to include, among other things, a need related to a physical or mental disability, or emergency circumstances, as defined, if certain quorum and disclosure requirements are met.

Existing law also authorizes certain eligible legislative bodies, including neighborhood councils and student body associations and student-run community college organizations to, until January 1, 2026, use alternate teleconferencing if, among other requirements, the city council or board of trustees, as applicable, has adopted an authorizing resolution and $^2/_3$ of the neighborhood city council or specified student organization, as applicable, votes to use alternate teleconference provisions, as specified.

This bill would revise and recast the above-specified teleconferencing and alternative teleconferencing provisions to uniformly apply certain noticing, disclosure, accessibility, and public commenting provisions. The bill would require a legislative body of a local agency that elects to use teleconferencing pursuant to these alternative teleconferencing provisions to comply with, in addition to any other applicable requirements under the act, specified requirements, including that the legislative body provides at least either 2-way audiovisual platform or 2-way telephonic service and a live webcasting of the meeting as a means by which the public may, among other things, remotely hear and visually observe the meeting, and that a member of the legislative body who participates in a teleconference meeting from a remote location pursuant to these alternative teleconferencing provisions and the specific provision of law that the member relied upon to permit their participation by teleconferencing are listed in the minutes of the meeting. The bill would require a local agency to identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

The bill would specify that nothing in the bill's provisions is to be construed to prohibit a member of a legislative body with a disability, as defined, from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law. The bill would apply certain provisions relative to, among other things, quorum establishment to that circumstance.

The bill would instead authorize a health authority, as defined, to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in a state of emergency, as defined. The bill would also include a local emergency, as defined, as a circumstance in which a legislative body of a local agency is authorized to use the alternative teleconferencing provisions.

The bill would revise and recast the alternative teleconferencing provisions applicable in cases of a member's need to participate remotely due to just cause or emergency circumstances, as defined, to remove the provision applicable to emergency circumstances, to revise related definitions, including broadening the definition of just cause to include, among other things, a physical or family medical emergency that prevents a member from attending in person, and to require the minutes for a meeting to identify the specific provision of law that each member relied upon to participate remotely, as specified. The bill would extend the authorization to use the alternative teleconferencing provision until January 1, 2030.

The bill would revise and recast the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations. In regards to the alternative

teleconferencing provisions applicable to student body associations and student-run community college organizations, the bill would exempt the California Online Community College from specified requirements for an in-person quorum, a physical location for public participation, and certain accommodations under the authorization, and remove the ability for a person with a disability that requires certain accommodations to count towards the in-person quorum requirement. The bill would specify that the student body associations and student-run community college organizations described above are those in any community college recognized within the California Community Colleges system, and would extend the authorization to the Student Senate for California Community Colleges. The bill would extend the authorization to use the alternative teleconferencing provisions applicable to neighborhood councils and student body associations and student-run community college organizations until January 1, 2030.

The bill would, until January 1, 2030, also authorize a specified subsidiary body of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the subsidiary body designates one physical meeting location within the boundaries of the legislative body that created the subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting, as specified.

The bill would, until January 1, 2030, also authorize specified multijurisdictional bodies of local agencies to conduct a teleconference meeting pursuant to the above-described alternative teleconferencing provisions, provided that it complies with the requirements for alternative teleconferencing described above and additional requirements, including that the eligible multijurisdictional body has adopted a resolution that authorizes the multijurisdictional body to use teleconferencing at a regular meeting in open session.

The bill would specify that these teleconferencing provisions are cumulative, and would authorize a legislative body to elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

Existing law defines "teleconference" for purposes of the authorization for a legislative body of a local agency to use teleconferencing to mean a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

This bill would specify that "teleconference" does not include the attendance of one or more members of a legislative body in a meeting of the body solely by watching or listening via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(8) Existing law authorizes a special meeting to be called any time by, among other persons, the presiding officer of the legislative body of a local agency, by delivering specified written notices and posting a notice on the local agency's internet website, if the local agency has one. Existing law requires specified legislative bodies to comply with the internet website posting requirement.

The bill would remove the requirement that only specified legislative bodies comply with the internet website posting requirement, thereby imposing that requirement on all legislative bodies.

(9) Existing law authorizes a legislative body of a local agency to hold an emergency meeting without complying with specified notice and posting requirements in the case of emergency circumstances, as specified, and imposes various requirements under these provisions applicable to either legislative bodies generally or legislative bodies which are a school board.

This bill would remove the school board distinction from the above-described provisions, thereby imposing the same requirements to hold an emergency meeting on all legislative bodies of local agencies.

By imposing additional duties on legislative bodies of local agencies, the bill would impose a state-mandated local program.

(10) Existing law authorizes, in addition to other related specified authorizations, the presiding member of the legislative body conducting a meeting or their designee to remove, or cause the removal of, an individual for disrupting the meeting. Existing law defines "disrupting" for these purposes to mean engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified.

This bill would specify that a meeting for purposes of that provision includes any teleconferenced meeting. The bill would specify that the existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, as specified, applies to members of the public participating in a meeting via a 2-way telephonic service or a 2-way audiovisual platform, as those terms are defined.

(11) The bill would make other updates to references in the act.

(12) Existing constitutional provisions require that a statute that limits the right of access to the meetings of public bodies or the writings of public officials and agencies be adopted with findings demonstrating the interest protected by the limitation and the need for protecting that interest.

This bill would make legislative findings to that effect.

(13) The California Constitution requires local agencies, for the purpose of ensuring public access to the meetings of public bodies and the writings of public officials and agencies, to comply with a statutory enactment that amends or enacts laws relating to public records or open meetings and contains findings demonstrating that the enactment furthers the constitutional requirements relating to this purpose.

This bill would make legislative findings to that effect.

(14) The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

(15) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that no reimbursement is required by this act for a specified reason.
Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 54952.2 of the Government Code, as amended by Section 1 of Chapter 89 of the Statutes of 2020, is amended to read:

54952.2. (a) As used in this chapter, "meeting" means any congregation of a majority of the members of a legislative body at the same time and location, including teleconference location as permitted by Section 54953, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body.

(b) (1) A majority of the members of a legislative body shall not, outside a meeting authorized by this chapter, use a series of communications of any kind, directly or through intermediaries, to discuss, deliberate, or take action on any item of business that is within the subject matter jurisdiction of the legislative body.

(2) Paragraph (1) shall not be construed as preventing an employee or official of a local agency, from engaging in separate conversations or communications outside of a meeting authorized by this chapter with members of a legislative body in order to answer questions or provide information regarding a matter that is within the subject matter jurisdiction of the local agency, if that person does not communicate to members of the legislative body the comments or position of any other member or members of the legislative body.

(3) (A) Paragraph (1) shall not be construed as preventing a member of the legislative body from engaging in separate conversations or communications on an internet-based social media platform to answer questions, provide information to the public, or to solicit information from the public regarding a matter that is within the subject matter jurisdiction of the legislative body provided that a majority of the members of the legislative body do not use the internet-based social media platform to discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body. A member of the legislative body shall not respond directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the legislative body that is made, posted, or shared by any other member of the legislative body.

(B) For purposes of this paragraph, all of the following definitions shall apply:

(i) "Discuss among themselves" means communications made, posted, or shared on an internet-based social media platform between members of a legislative body, including comments or use of digital icons that express reactions to communications made by other members of the legislative body.

(ii) "Internet-based social media platform" means an online service that is open and accessible to the public.

(iii) "Open and accessible to the public" means that members of the general public have the ability to access and participate, free of charge, in the social media platform without the approval by the social media platform or a person or entity other than the social media platform, including any forum and chatroom, and cannot be blocked from doing so, except when the internet-based social media platform determines that an individual violated its protocols or rules.

(c) Nothing in this section shall impose the requirements of this chapter upon any of the following:

(1) Individual contacts or conversations between a member of a legislative body and any other person that do not violate subdivision (b).

(2) The attendance of a majority of the members of a legislative body at a conference or similar gathering open to the public that involves a discussion of issues of general interest to the public or to public agencies of the type represented by the legislative body, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specified nature that is within the subject matter jurisdiction of the local agency. Nothing in this paragraph is intended to allow members of the public free admission to a conference or similar gathering at which the organizers have required other participants or registrants to pay fees or charges as a condition of attendance.

(3) The attendance of a majority of the members of a legislative body at an open and publicized meeting organized to address a topic of local community concern by a person or organization other than the local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled program, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(4) The attendance of a majority of the members of a legislative body at an open and noticed meeting of another body of the local agency, or at an open and noticed meeting of a legislative body of another local agency, provided that a majority of the members do not discuss among themselves, other than as part of the scheduled meeting, business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(5) The attendance of a majority of the members of a legislative body at a purely social or ceremonial occasion, provided that a majority of the members do not discuss among themselves business of a specific nature that is within the subject matter jurisdiction of the legislative body of the local agency.

(6) The attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, provided that the members of the legislative body who are not members of the standing committee attend only as observers.

SEC. 2. Section 54952.2 of the Government Code, as added by Section 2 of Chapter 89 of the Statutes of 2020, is repealed.

SEC. 3. Section 54952.7 of the Government Code is amended to read:

54952.7. A local agency shall provide a copy of this chapter to any person elected or appointed to serve as a member of a legislative body of the local agency.

SEC. 4. Section 54953 of the Government Code, as amended by Section 2 of Chapter 534 of the Statutes of 2023, is amended to read:

54953. (a) All meetings of the legislative body of a local agency shall be open and public, and all persons shall be permitted to attend any meeting of the legislative body of a local agency, except as otherwise provided in this chapter.

(b) (1) Notwithstanding any other provision of law, the legislative body of a local agency may use teleconferencing for the benefit of the public and the legislative body of a local agency in connection with any meeting or proceeding authorized by law. The teleconferenced meeting or proceeding shall comply with all

otherwise applicable requirements of this chapter and all otherwise applicable provisions of law relating to a specific type of meeting or proceeding.

(2) Teleconferencing, as authorized by this section, may be used for all purposes in connection with any meeting within the subject matter jurisdiction of the legislative body. If the legislative body of a local agency elects to use teleconferencing, the legislative body of a local agency shall comply with all of the following:

(A) All votes taken during a teleconferenced meeting shall be by rollcall.

(B) The teleconferenced meetings shall be conducted in a manner that protects the statutory and constitutional rights of the parties or the public appearing before the legislative body of a local agency.

(C) The legislative body shall give notice of the meeting and post agendas as otherwise required by this chapter.

(D) The legislative body shall allow members of the public to access the meeting and the agenda shall provide an opportunity for members of the public to address the legislative body directly pursuant to Section 54954.3.

(3) If the legislative body of a local agency elects to use teleconferencing, it shall post agendas at all teleconference locations. Each teleconference location shall be identified in the notice and agenda of the meeting or proceeding, and each teleconference location shall be accessible to the public. During the teleconference, at least a quorum of the members of the legislative body shall participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as expressly provided in this chapter.

(4) The teleconferencing requirements of this subdivision shall not apply to remote participation described in subdivision (c).

(c) (1) Nothing in this chapter shall be construed to prohibit a member of a legislative body with a disability from participating in any meeting of the legislative body by remote participation as a reasonable accommodation pursuant to any applicable law.

(2) A member of a legislative body participating in a meeting by remote participation pursuant to this subdivision shall do both of the following:

(A) The member shall participate through both audio and visual technology, except that any member with a disability, as defined in Section 12102 of Title 42 of the United States Code, may participate only through audio technology if a physical condition related to their disability results in a need to participate off camera.

(B) The member shall disclose at the meeting before any action is taken, whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with any of those individuals.

(3) Remote participation under this subdivision shall be treated as in-person attendance at the physical meeting location for all purposes, including any requirement that a quorum of the legislative body participate from any particular location. The provisions of subdivision (b) and Sections 54953.8 to 54953.8.7, inclusive, shall not apply to remote participation under this subdivision.

(d) (1) No legislative body shall take action by secret ballot, whether preliminary or final.

(2) The legislative body of a local agency shall publicly report any action taken and the vote or abstention on that action of each member present for the action.

(3) (A) Prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of either of the following during the open meeting in which the final action is to be taken:

(i) A local agency executive, as defined in subdivision (d) of Section 3511.1.

(ii) A department head or other similar administrative officer of the local agency.

(B) This paragraph shall not affect the public's right under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1) to inspect or copy records created or received in the process of developing the recommendation.

(e) For purposes of this section, both of the following definitions apply:

(1) "Disability" means a physical disability or a mental disability as those terms are defined in Section 12926 and used in Section 12926.1, or a disability as defined in Section 12102 of Title 42 of the United States Code.

(2) (A) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(B) Notwithstanding subparagraph (A), "teleconference" does not include one or more members watching or listening to a meeting via webcasting or any other similar electronic medium that does not permit members to interactively speak, discuss, or deliberate on matters.

(3) "Remote participation" means participation in a meeting by teleconference at a location other than any physical meeting location designated in the notice of the meeting.

SEC. 5. Section 54953.4 is added to the Government Code, to read:

54953.4. (a) The Legislature finds and declares that public access, including through translation of agendas as required by this section, is necessary for an informed populace. The Legislature encourages local agencies to adopt public access requirements that exceed the requirements of this chapter by translating additional languages, employing human translators, and conducting additional outreach.

(b) (1) In addition to any other applicable requirements of this chapter, a meeting held by a eligible legislative body pursuant to this chapter shall comply with both of the following requirements:

(A) (i) (I) (ia) All open and public meetings shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform, except if adequate telephonic or internet service is not operational at the meeting location. If adequate telephonic or internet service is operational at the meeting location during only a portion of the meeting, the legislative body shall include an opportunity for members of the public to attend via a two-way telephonic service or a two-way audiovisual platform during that portion of the meeting.

(ib) (Ia) On or before July 1, 2026, an eligible legislative body shall approve at a noticed public meeting in open session, not on the consent calendar, a policy regarding disruption of telephonic or internet service occurring during meetings subject to this sub-subclause. The policy shall address the procedures for recessing and reconvening a meeting in the event of disruption and the efforts that the eligible legislative body shall make to attempt to restore the service.

(Ib) If a disruption of telephonic or internet service that prevents members of the public from attending or observing the meeting via the two-way telephonic service or two-way audiovisual platform occurs during the meeting, the eligible legislative body shall recess the open session of the meeting for at least one hour and make a good faith attempt to restore the service. The eligible legislative body may meet in closed session during this period. The eligible legislative body shall not reconvene the open session of the meeting until at least one hour following the disruption, or until telephonic or internet service is restored, whichever is earlier.

(Ic) Upon reconvening the open session, if telephonic or internet service has not been restored, the eligible legislative body shall adopt a finding by rollcall vote that good faith efforts to restore the telephonic or internet service have been made in accordance with the policy adopted pursuant to sub-sub-subclause (Ia) and that the public interest in continuing the meeting outweighs the public interest in remote public access.

(II) Subclause (I) does not apply to a meeting that is held to do any of the following:

(ia) Attend a judicial or administrative proceeding to which the local agency is a party.

(ib) Inspect real or personal property provided that the topic of the meeting is limited to items directly related to the real or personal property.

(ic) Meet with elected or appointed officials of the United States or the State of California, solely to discuss a legislative or regulatory issue affecting the local agency and over which the federal or state officials have jurisdiction.

(id) Meet in or nearby a facility owned by the agency, provided that the topic of the meeting is limited to items directly related to the facility.

(ie) Meet in an emergency situation pursuant to Section 54956.5.

(ii) If an eligible legislative body elects to provide a two-way audiovisual platform, the eligible legislative body shall publicly post and provide a call-in option, and activate any automatic captioning function during the meeting if an automatic captioning function is included with the two-way audiovisual platform. If an eligible legislative body does not elect to provide a two-way audiovisual platform, the eligible legislative body shall provide a two-way telephonic service for the public to participate in the meeting, pursuant to subclause (I).

(B) (i) All open and public meetings for which attendance via a two-way telephonic service or a two-way audiovisual platform is provided in accordance with paragraph (1) shall provide the public with an opportunity to provide public comment in accordance with Section 54954.3 via the two-way telephonic or two-way audiovisual platform, and ensure the opportunity for the members of the public participating via a two-way telephonic or two-way audiovisual platform to provide public comment with the same time allotment as a person attending a meeting in person.

(2) (A) An eligible legislative body shall reasonably assist members of the public who wish to translate a public meeting into any language or wish to receive interpretation provided by another member of the public, so long as the interpretation is not disrupting to the meeting, as defined in Section 54957.95. The eligible legislative body shall publicize instructions on how to request assistance under this subdivision. Assistance may include any of the following, as determined by the eligible legislative body:

(i) Arranging space for one or more interpreters at the meeting location.

(ii) Allowing extra time during the meeting for interpretation to occur.

(iii) Ensuring participants may utilize their personal equipment or reasonably access facilities for participants to access commercially available interpretation services.

(B) This section does not require an eligible legislative body to provide interpretation of any public meeting, however, an eligible legislative body may elect to provide interpretation of any public meeting.

(C) The eligible legislative body is not responsible for the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision. An action shall not be commenced or maintained against the eligible legislative body arising from the content or accuracy of any interpretation facilitated, assisted with, or provided under this subdivision.

(3) An eligible legislative body shall take the following actions to encourage residents, including those in underrepresented communities and non-English-speaking communities, to participate in public meetings:

(A) Have in place a system for electronically accepting and fulfilling requests for meeting agendas and documents pursuant to Section 54954.1 through email or through an integrated agenda management platform. Information about how to make a request using this system shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(B) (i) Create and maintain an accessible internet webpage dedicated to public meetings that includes, or provides a link to, all of the following information:

(I) A general explanation of the public meeting process for the eligible legislative body.

(II) An explanation of the procedures for a member of the public to provide in-person or remote oral public comment during a public meeting or to submit written public comment.

(III) A calendar of all public meeting dates with calendar listings that include the date, time, and location of each public meeting.

(IV) The agenda posted online pursuant to paragraph (2) of subdivision (a) of Section 54954.2.

(ii) The eligible legislative body shall include a link to the webpage required by subparagraph (A) on the home page of the eligible legislative body's internet website.

(C) (i) Make reasonable efforts, as determined by the legislative body, to invite groups that do not traditionally participate in public meetings to attend those meetings, which may include, but are not limited to, all the following:

(I) Media organizations that provide news coverage in the jurisdiction of the eligible legislative body, including media organizations that serve non-English-speaking communities.

(II) Good government, civil rights, civic engagement, neighborhood, and community group organizations, or similar organizations that are active in the jurisdiction of the eligible legislative body, including organizations active in non-English-speaking communities.

(ii) Legislative bodies shall have broad discretion in the choice of reasonable efforts they make under this subparagraph. No action shall be commenced or maintained against an eligible legislative body arising from failing to provide public meeting information to any specific group pursuant to this subparagraph.

(c) (1) (A) The agenda for each meeting of an eligible legislative body shall be translated into all applicable languages, and each translation shall be posted in accordance with Section 54954.2. Each translation shall include instructions in the applicable language describing how to join the meeting by the telephonic or internet-based service option, including any requirements for registration for public comment.

(B) The accessible internet webpage provided under subparagraph (B) of paragraph (3) of subdivision (b) shall be translated into all applicable languages, and each translation shall be accessible through a prominent direct link posted on the primary internet website home page of the eligible legislative body.

(2) A translation made using a digital translation service shall satisfy the requirements of paragraph (1).

(3) The eligible legislative body shall make available a physical location that is freely accessible to the public in reasonable proximity to the physical location in which the agenda and translations are posted as described in paragraph (1), and shall allow members of the public to post additional translations of the agenda in that location.

(4) The eligible legislative body is not responsible for the content or accuracy of any translation provided pursuant to this subdivision. No action shall be commenced or maintained against an eligible legislative body arising from the content, accuracy, posting, or removal of any translation provided by the eligible legislative body or posted by any person pursuant to this subdivision.

(5) For the purposes of this section, the agenda does not include the entire agenda packet.

(d) This section shall not be construed to affect or supersede any other applicable civil rights, nondiscrimination, or public access laws.

(e) For purposes of this section, all of the following definitions apply:

(1) (A) "Applicable languages" means languages, according to data from the most recent American Community Survey, spoken jointly by 20 percent or more of the applicable population, provided that 20 percent or more of the population that speaks that language in that city or county speaks English less than "very well."

(B) For the purposes of subparagraph (A), the applicable population shall be determined as follows:

(i) For an eligible legislative body that is a city council or county board of supervisors, the applicable population shall be the population of the city or county.

(ii) For an eligible legislative body of a special district, the applicable population shall be either of the following, at the discretion of the board of directors of the special district:

(I) The population of the county with the greatest population within the boundaries of the special district.

(II) The population of the service area of the special district, if the special district has the data to determine what languages spoken by the population within its service area meet the requirements of paragraph (A).

(C) If more than three languages meet the criteria set forth in subparagraph (A), "applicable languages" shall mean the three languages described in subparagraph (A) that are spoken by the largest percentage of the population.

(D) An eligible legislative body may elect to determine the applicable languages based upon a source other than the most recent American Community Survey if it makes a finding, based upon substantial evidence,

that the other source provides equally or more reliable data for the territory over which the eligible legislative body exercises jurisdiction.

(2) "Eligible legislative body" means any of the following:

(A) A city council of a city with a population of 30,000 or more.

(B) A county board of supervisors of a county, or city and county, with a population of 30,000 or more.

(C) A city council of a city located in a county with a population of 600,000 or more.

(D) The board of directors of a special district that has an internet website and meets any of the following conditions:

(i) The boundaries of the special district include the entirety of a county with a population of 600,000 or more, and the special district has over 200 full-time equivalent employees.

(ii) The special district has over 1,000 full-time equivalent employees.

(iii) The special district has annual revenues, based on the most recent Financial Transaction Report data published by the California State Controller, that exceed four hundred million dollars ($400,000,000), adjusted annually for inflation commencing January 1, 2027, as measured by the percentage change in the California Consumer Price Index from January 1 of the prior year to January 1 of the current year, and the special district employs over 200 full-time equivalent employees.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(f) This section shall become operative on July 1, 2026.

(g) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 6. Section 54953.5 of the Government Code is amended to read:

54953.5. (a) Any person attending an open and public meeting of a legislative body of a local agency shall have the right to record the proceedings in the absence of a reasonable finding by the legislative body of the local agency that the recording cannot continue without noise, illumination, or obstruction of view that constitutes, or would constitute, a persistent disruption of the proceedings.

(b) Any recording of an open and public meeting made for whatever purpose by or at the direction of the local agency shall be subject to inspection pursuant to the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1), but, notwithstanding Section 34090, may be erased or destroyed 30 days after the recording. Any inspection of an audio or video recording shall be provided without charge on equipment made available by the local agency.

SEC. 7. Section 54953.7 of the Government Code is amended to read:

54953.7. Notwithstanding any other provision of law, legislative bodies of local agencies may impose requirements upon themselves which allow greater access to their meetings than prescribed by the minimal standards set forth in this chapter. In addition thereto, an elected legislative body of a local agency may impose those requirements on appointed legislative bodies of the local agency.

SEC. 8. Section 54953.8 is added to the Government Code, to read:

54953.8. (a) The legislative body of a local agency may use teleconferencing as authorized by subdivision (b) of Section 54953 without complying with the requirements of paragraph (3) of subdivision (b) of Section 54953 in any of the circumstances described in Sections 54953.8.1 to 54953.8.7, inclusive.

(b) A legislative body that holds a teleconference meeting pursuant to this section shall, in addition to any other applicable requirements of this chapter, comply with all of the following:

(1) The legislative body shall provide at least one of the following as a means by which the public may remotely hear and visually observe the meeting, and remotely address the legislative body:

(A) A two-way audiovisual platform.

(B) A two-way telephonic service and a live webcasting of the meeting.

(2) In each instance in which notice of the time of the teleconference meeting held pursuant to this section is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the means by which members of the public may access the meeting and offer public comment. The agenda shall identify and include an opportunity for all persons to attend via a call-in option or an internet-based service option.

(3) In the event of a disruption that prevents the legislative body from broadcasting the meeting to members of the public using the call-in option or internet-based service option, or in the event of a disruption within the local agency's control that prevents members of the public from offering public comments using the call-in option or internet-based service option, the legislative body shall take no further action on items appearing on the meeting agenda until public access to the meeting via the call-in option or internet-based service option is restored. Actions taken on agenda items during a disruption that prevents the legislative body from broadcasting the meeting may be challenged pursuant to Section 54960.1.

(4) The legislative body shall not require public comments to be submitted in advance of the meeting and must provide an opportunity for the public to address the legislative body and offer comment in real time.

(5) Notwithstanding Section 54953.3, an individual desiring to provide public comment through the use of an internet website, or other online platform, not under the control of the local legislative body, that requires registration to log in to a teleconference may be required to register as required by the third-party internet website or online platform to participate.

(6) (A) A legislative body that provides a timed public comment period for each agenda item shall not close the public comment period for the agenda item, or the opportunity to register, pursuant to paragraph (5), to provide public comment until that timed public comment period has elapsed.

(B) A legislative body that does not provide a timed public comment period, but takes public comment separately on each agenda item, shall allow a reasonable amount of time per agenda item to allow public members the opportunity to provide public comment, including time for members of the public to register pursuant to paragraph (5), or otherwise be recognized for the purpose of providing public comment.

(C) A legislative body that provides a timed general public comment period that does not correspond to a specific agenda item shall not close the public comment period or the opportunity to register, pursuant to paragraph (5), until the timed general public comment period has elapsed.

(7) Any member of the legislative body who participates in a teleconference meeting from a remote location pursuant to this section and the specific provision of law that the member relied upon to permit their participation by teleconferencing shall be listed in the minutes of the meeting.

(8) The legislative body shall have and implement a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, consistent with the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and resolving any doubt in favor of accessibility. In each instance in which notice of the time of the meeting is otherwise given or the agenda for the meeting is otherwise posted, the legislative body shall also give notice of the procedure for receiving and resolving requests for accommodation.

(9) The legislative body shall conduct meetings subject to this chapter consistent with applicable civil rights and nondiscrimination laws.

(c) A local agency shall identify and make available to legislative bodies a list of one or more meeting locations that may be available for use by the legislative bodies to conduct their meetings.

(d) (1) Nothing in this section shall prohibit a legislative body from providing the public with additional teleconference locations.

(2) Nothing in this section shall prohibit a legislative body from providing the public with additional physical locations in which the public may observe and address the legislative body by electronic means.

(e) A member of a legislative body who participates in a teleconference meeting from a remote location pursuant to this section shall publicly disclose at the meeting before any action is taken whether any other individuals 18 years of age or older are present in the room at the remote location with the member, and the general nature of the member's relationship with those individuals.

(f) The teleconferencing provisions described in Section 54953 and Sections 54953.8.1 to 54953.8.7, inclusive, are cumulative. A legislative body may elect to use any teleconferencing provisions that are applicable to a meeting, regardless of whether any other teleconferencing provisions would also be applicable to that meeting.

(g) For purposes of this section, the following definitions apply:

(1) "Remote location" means a location from which a member of a legislative body participates in a meeting pursuant to paragraph (7) of subdivision (b), other than any physical meeting location designated in the notice of the meeting. Remote locations need not be accessible to the public.

(2) "Teleconference" means a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both.

(3) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(4) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

(5) "Webcasting" means a streaming video broadcast online or on television, using streaming media technology to distribute a single content source to many simultaneous listeners and viewers.

SEC. 9. Section 54953.8.1 is added to the Government Code, to read:

54953.8.1. (a) A health authority may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section.

(b) Nothing in this section or Section 54953.8 shall be construed as discouraging health authority members from regularly meeting at a common physical site within the jurisdiction of the authority or from using teleconference locations within or near the jurisdiction of the authority.

(c) For purposes of this section, a health authority means any entity created pursuant to Sections 14018.7, 14087.31, 14087.35, 14087.36, 14087.38, and 14087.9605 of the Welfare and Institutions Code, any joint powers authority created pursuant to Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 for the purpose of contracting pursuant to Section 14087.3 of the Welfare and Institutions Code, and any advisory committee to a county-sponsored health plan licensed pursuant to Chapter 2.2 (commencing with Section 1340) of Division 2 of the Health and Safety Code if the advisory committee has 12 or more members.

SEC. 10. Section 54953.8.2 is added to the Government Code, to read:

54953.8.2. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 during a proclaimed state of emergency or local emergency, provided that it complies with the requirements of that section and the teleconferencing is used in either of the following circumstances:

(1) For the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(2) After a determination described in paragraph (1) is made that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.

(b) If the state of emergency or local emergency remains active, in order to continue to teleconference pursuant to this section, the legislative body shall, no later than 45 days after teleconferencing for the first time pursuant to this section, and every 45 days thereafter, make the following findings by majority vote:

(1) The legislative body has reconsidered the circumstances of the state of emergency or local emergency.

(2) The state of emergency or local emergency continues to directly impact the ability of the members to meet safely in person.

(c) This section shall not be construed to require the legislative body to provide a physical location from which the public may attend or comment.

(d) Notwithstanding paragraph (1) of subdivision (b) of Section 54953.8, a legislative body conducting a teleconference meeting pursuant to this section may elect to use a two-way telephonic service without a live webcasting of the meeting.

(e) For purposes of this section, the following definitions apply:

(1) "Local emergency" means a condition of extreme peril to persons or property proclaimed by the governing body of the local agency affected, in accordance with Section 8630 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2), as defined in Section 8680.9, or a local health emergency declared pursuant to Section 101080 of the Health and Safety Code. Local emergency, as used in this section, refers only to local emergencies in the boundaries of the territory over which the local agency exercises jurisdiction.

(2) "State of emergency" means state of emergency proclaimed pursuant to Section 8625 of the California Emergency Services Act (Chapter 7 (commencing with Section 8550) of Division 1 of Title 2).

SEC. 11. Section 54953.8.3 is added to the Government Code, to read:

54953.8.3. (a) A legislative body of a local agency may conduct a teleconference meeting pursuant to Section 54953.8 if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda, which location shall be open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, provided that the legislative body complies with the requirements of Section 54953.8 and all of the following additional requirements:

(1) A member of the legislative body notifies the legislative body at the earliest opportunity possible, including at the start of a regular meeting, of their need to participate remotely for just cause, including a general description of the circumstances relating to their need to appear remotely at the given meeting.

(2) The member shall participate through both audio and visual technology.

(3) (A) The provisions of this subdivision shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for just cause for more than the following number of meetings, as applicable:

(i) Two meetings per year, if the legislative body regularly meets once per month or less.

(ii) Five meetings per year, if the legislative body regularly meets twice per month.

(iii) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(B) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) The minutes for the meeting shall identify the specific provision in subdivision (c) that each member relied upon to participate remotely. This subdivision shall not be construed to require the member to disclose any medical diagnosis or disability, or any personal medical information that is otherwise exempt under existing law, including, but not limited to, the Confidentiality of Medical Information Act (Chapter 1 (commencing with Section 56) of Part 2.6 of Division 1 of the Civil Code).

(c) For purposes of this section, "just cause" means any of the following:

(1) Childcare or caregiving need of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. "Child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms do in Section 12945.2.

(2) A contagious illness that prevents a member from attending in person.

(3) A need related to a physical or mental condition that is not subject to subdivision (c) of Section 54953.

(4) Travel while on official business of the legislative body or another state or local agency.

(5) An immunocompromised child, parent, grandparent, grandchild, sibling, spouse, or domestic partner of the member that requires the member to participate remotely.

(6) A physical or family medical emergency that prevents a member from attending in person.

(7) Military service obligations that result in a member being unable to attend in person because they are serving under official written orders for active duty, drill, annual training, or any other duty required as a member of the California National Guard or a United States Military Reserve organization that requires the member to be at least 50 miles outside the boundaries of the local agency.

(d) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 12. Section 54953.8.4 is added to the Government Code, to read:

54953.8.4. (a) An eligible neighborhood council may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following have occurred:

(1) (A) The city council for a city described in paragraph (2) of subdivision (b) considers whether to adopt a resolution to authorize eligible neighborhood councils to use teleconferencing as described in this section at an open and regular meeting.

(B) If the city council adopts a resolution described in subparagraph (A), an eligible neighborhood council may elect to use teleconferencing pursuant to this section if a majority of the eligible neighborhood council votes to do so. The eligible neighborhood council shall notify the city council if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible neighborhood council described in subparagraph (B), the city council may adopt a resolution to prohibit the eligible neighborhood council from using teleconferencing pursuant to this section.

(2) After completing the requirements of subparagraph (A) of paragraph (1), an eligible neighborhood council that holds a meeting pursuant to this subdivision shall do all of the following:

(A) At least a quorum of the members of the eligible neighborhood council shall participate from locations within the boundaries of the city in which the eligible neighborhood council is established.

(B) At least once per year, at least a quorum of the members of the eligible neighborhood council shall participate in person from a singular physical location that is open to the public and within the boundaries of the eligible neighborhood council.

(3) If the meeting is during regular business hours of the offices of the city council member that represents the area that includes the eligible neighborhood council, the eligible neighborhood council shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the city council member who represents the area where the eligible neighborhood council is located, unless the eligible neighborhood council identifies an alternative location.

(4) If the meeting is outside regular business hours, the eligible neighborhood council shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting.

(b) For purposes of this section, the following definitions apply:

(1) "Accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting, or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(2) "Eligible neighborhood council" means a neighborhood council that is an advisory body with the purpose to promote more citizen participation in government and make government more responsive to local needs that is established pursuant to the charter of a city with a population of more than 3,000,000 people that is subject to this chapter.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 13. Section 54953.8.5 is added to the Government Code, to read:

54953.8.5. (a) An eligible community college student organization may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) An eligible community college student organization may only use teleconferencing as described in Section 54953.8 after all the following have occurred:

(A) The board of trustees for a community college district considers whether to adopt a resolution to authorize eligible community college student organizations to use teleconferencing as described in this section at an open and regular meeting.

(B) If the board of trustees for a community college district adopts a resolution described in subparagraph (A), an eligible community college student organization may elect to use teleconferencing pursuant to this section if a majority of the eligible community college student organization votes to do so. The eligible community college student organization shall notify the board of trustees if it elects to use teleconferencing pursuant to this section and its justification for doing so.

(C) Upon receiving notification from an eligible community college student organization as described in subparagraph (B), the board of trustees may adopt a resolution to prohibit the eligible community college student organization from using teleconferencing pursuant to this section.

(D) (i) Except as specified in clause (ii), at least a quorum of the members of the eligible community college student organization shall participate from a singular physical location that is accessible to the public and is within the community college district in which the eligible community college student organization is established.

(ii) The requirements described in clause (i) shall not apply to the California Online Community College.

(iii) Notwithstanding the requirements of clause (i), a person may count toward the establishment of a quorum pursuant to clause (i) regardless of whether the person is participating at the in-person location of the meeting or remotely if the person meets any of the following criteria:

(I) The person is under 18 years of age.

(II) The person is incarcerated.

(III) The person is unable to disclose the location that they are participating from because of either of the following circumstances:

(ia) The person has been issued a protective court order, including, but not limited to, a domestic violence restraining order.

(ib) The person is participating in a program that has to remain confidential, including, but not limited to, an independent living program.

(IV) The person provides childcare or caregiving to a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires them to participate remotely. For purposes of this subclause, "child," "parent," "grandparent," "grandchild," and "sibling" have the same meaning as those terms are defined in Section 12945.2.

(2) An eligible community college student organization that holds a meeting by teleconference as described in Section 54953.8 shall do the following, as applicable:

(A) (i) Except as specified in subparagraph (B), if the meeting is during regular business hours of the offices of the board of trustees of the community college district, the eligible community college student organization shall provide a publicly accessible physical location from which the public may attend or comment, which shall be the offices of the board of trustees of the community college district, unless the eligible community college student organization identifies an alternative location.

(ii) Except as specified in subparagraph (B), if the meeting is outside regular business hours, the eligible community college student organization shall make reasonable efforts to accommodate any member of the public that requests an accommodation to participate in the meeting. For the purposes of this subparagraph, "accommodation" means providing a publicly accessible physical location for the member of the public to participate from, providing access to technology necessary to participate in the meeting,

or identifying locations or resources available that could provide the member of the public with an opportunity to participate in the meeting.

(B) The requirements described in subparagraph (A) shall not apply to the California Online Community College.

(b) For purposes of this section, "eligible community college student organization" means a student body association organized pursuant to Section 76060 of the Education Code, or any other student-run community college organization that is required to comply with the meeting requirements of this chapter, that is in any community college recognized within the California Community Colleges system and includes the Student Senate for California Community Colleges.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 14. Section 54953.8.6 is added to the Government Code, to read:

54953.8.6. (a) An eligible subsidiary body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible subsidiary body shall designate one physical meeting location within the boundaries of the legislative body that created the eligible subsidiary body where members of the subsidiary body who are not participating remotely shall be present and members of the public may physically attend, observe, hear, and participate in the meeting. At least one staff member of the eligible subsidiary body or the legislative body that created the eligible subsidiary body shall be present at the physical meeting location during the meeting. The eligible subsidiary body shall post the agenda at the physical meeting location, but need not post the agenda at a remote location.

(2) (A) A member of the eligible subsidiary body shall visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, except if the member has a physical or mental condition not subject to subdivision (c) of Section 54953 that results in a need to participate off camera.

(B) The visual appearance of a member of the eligible subsidiary body on camera may cease only when the appearance would be technologically infeasible, including, but not limited to, when the member experiences a lack of reliable broadband or internet connectivity that would be remedied by joining without video.

(C) If a member of the eligible subsidiary body does not appear on camera due to challenges with internet connectivity, the member shall announce the reason for their nonappearance prior to turning off their camera.

(3) An elected official serving as a member of an eligible subsidiary body in their official capacity shall not participate in a meeting of the eligible subsidiary body by teleconferencing pursuant to this section unless the use of teleconferencing complies with the requirements of paragraph (3) of subdivision (b) of Section 54953.

(4) (A) In order to use teleconferencing pursuant to this section, the legislative body that established the eligible subsidiary body by charter, ordinance, resolution, or other formal action shall make the following findings by majority vote before the eligible subsidiary body uses teleconferencing pursuant to this section for the first time, and every six months thereafter:

(i) The legislative body has considered the circumstances of the eligible subsidiary body.

(ii) Teleconference meetings of the eligible subsidiary body would enhance public access to meetings of the eligible subsidiary body, and the public has been made aware of the type of remote participation, including audio-visual or telephonic, that will be made available at a regularly scheduled meeting and has been provided the opportunity to comment at an in-person meeting of the legislative body authorizing the subsidiary body to meet entirely remotely.

(iii) Teleconference meetings of the eligible subsidiary body would promote the attraction, retention, and diversity of eligible subsidiary body members.

(B) (i) An eligible subsidiary body authorized to use teleconferencing pursuant to this section may request to present any recommendations it develops to the legislative body that created it.

(ii) Upon receiving a request described in clause (i), the legislative body that created the subsidiary body shall hold a discussion at a regular meeting held within 60 days after the legislative body receives the

request, or if the legislative body does not have another regular meeting scheduled within 60 days after the legislative body receives the request, at the next regular meeting after the request is received.

(iii) The discussion required by clause (ii) shall not be placed on a consent calendar, but may be combined with the legislative body's subsequent consideration of the findings described in subparagraph (A) for the following 12 months.

(iv) The legislative body shall not take any action on any recommendations included in the report of a subsidiary body until the next regular meeting of the legislative body following the discussion described in clause (ii).

(C) After the legislative body makes the findings described in subparagraph (A), the eligible subsidiary body shall approve the use of teleconferencing by majority vote before using teleconference pursuant to this section.

(D) The legislative body that created the eligible subsidiary body may elect to prohibit the eligible subsidiary body from using teleconferencing pursuant to this section at any time.

(b) (1) For purposes of this section, "eligible subsidiary body" means a legislative body that meets all of the following:

(A) Is described in subdivision (b) of Section 54952.

(B) Serves exclusively in an advisory capacity.

(C) Is not authorized to take final action on legislation, regulations, contracts, licenses, permits, or any other entitlements, grants, or allocations of funds.

(D) Does not have primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals.

(2) An eligible subsidiary body may include members who are elected officials, members who are not elected officials, or any combination thereof.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 15. Section 54953.8.7 is added to the Government Code, to read:

54953.8.7. (a) An eligible multijurisdictional body may conduct a teleconference meeting pursuant to Section 54953.8, provided that it complies with the requirements of that section and all of the following additional requirements:

(1) The eligible multijurisdictional body has adopted a resolution that authorizes the eligible multijurisdictional body to use teleconferencing pursuant to this section at a regular meeting in open session.

(2) At least a quorum of the members of the eligible multijurisdictional body shall participate from one or more physical locations that are open to the public and within the boundaries of the territory over which the local agency exercises jurisdiction.

(3) A member of the eligible multijurisdictional body who receives compensation for their service on the eligible multijurisdictional body shall participate from a physical location that is open to the public. For purposes of this paragraph, "compensation" does not include reimbursement for actual and necessary expenses.

(4) A member of the eligible multijurisdictional body may participate from a remote location provided that:

(A) The eligible multijurisdictional body identifies each member of the eligible multijurisdictional body who plans to participate remotely in the agenda.

(B) The member shall participate through both audio and visual technology.

(5) A member of the eligible multijurisdictional body shall not participate in a meeting remotely pursuant to this section, unless the location from which the member participates is more than 20 miles each way from any physical location of the meeting described in paragraph (2).

(6) The provisions of this section shall not serve as a means for any member of a legislative body to participate in meetings of the legislative body solely by teleconference from a remote location for more than the following number of meetings, as applicable:

(A) Two meetings per year, if the legislative body regularly meets once per month or less.

(B) Five meetings per year, if the legislative body regularly meets twice per month.

(C) Seven meetings per year, if the legislative body regularly meets three or more times per month.

(D) For the purpose of counting meetings attended by teleconference under this paragraph, a "meeting" shall be defined as any number of meetings of the legislative body of a local agency that begin on the same calendar day.

(b) For the purposes of this section, both of the following definitions apply:

(1) "Eligible multijurisdictional body" means a multijurisdictional board, commission, or advisory body of a multijurisdictional, cross-county agency, the membership of which board, commission, or advisory body is appointed, and the board, commission, or advisory body is otherwise subject to this chapter.

(2) "Multijurisdictional" means either of the following:

(A) A legislative body that includes representatives from more than one county, city, city and county, or special district.

(B) A legislative body of a joint powers entity formed pursuant to an agreement entered into in accordance with Article 1 (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1.

(c) This section shall remain in effect only until January 1, 2030, and as of that date is repealed.

SEC. 16. Section 54954.2 of the Government Code, as amended by Section 92 of Chapter 131 of the Statutes of 2023, is amended to read:

54954.2. (a) (1) At least 72 hours before a regular meeting, the legislative body of the local agency, or its designee, shall post an agenda that meets all of the following requirements:

(A) The agenda shall contain a brief general description of each item of business to be transacted or discussed at the meeting, including items to be discussed in closed session. A brief general description of an item generally need not exceed 20 words.

(B) The agenda shall specify the time and location of the regular meeting and shall be posted in a location that is freely accessible to members of the public and on the local agency's internet website, if the local agency has one.

(C) (i) If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

(ii) The agenda shall include information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation in order to participate in the public meeting.

(2) For a meeting occurring on and after January 1, 2019, of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website, the following provisions shall apply:

(A) An online posting of an agenda shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state that is accessible through a prominent, direct link to the current agenda. The direct link to the agenda shall not be in a contextual menu; however, a link in addition to the direct link to the agenda may be accessible through a contextual menu.

(B) An online posting of an agenda, including, but not limited to, an agenda posted in an integrated agenda management platform, shall be posted in an open format that meets all of the following requirements:

(i) Retrievable, downloadable, indexable, and electronically searchable by commonly used internet search applications.

(ii) Platform independent and machine readable.

(iii) Available to the public free of charge and without any restriction that would impede the reuse or redistribution of the agenda.

(C) A legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state that has an internet website and an integrated agenda management platform shall not be required to comply with subparagraph (A) if all of the following are met:

(i) A direct link to the integrated agenda management platform shall be posted on the primary internet website home page of a city, county, city and county, special district, school district, or political subdivision established by the state. The direct link to the integrated agenda management platform shall not be in a contextual menu. When a person clicks on the direct link to the integrated agenda management platform, the direct link shall take the person directly to an internet website with the agendas of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state.

(ii) The integrated agenda management platform may contain the prior agendas of a legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state for all meetings occurring on or after January 1, 2019.

(iii) The current agenda of the legislative body of a city, county, city and county, special district, school district, or political subdivision established by the state shall be the first agenda available at the top of the integrated agenda management platform.

(iv) All agendas posted in the integrated agenda management platform shall comply with the requirements in clauses (i), (ii), and (iii) of subparagraph (B).

(D) The provisions of this paragraph shall not apply to a political subdivision of a local agency that was established by the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state.

(E) For purposes of this paragraph, both of the following definitions apply:

(1) "Integrated agenda management platform" means an internet website of a city, county, city and county, special district, school district, or political subdivision established by the state dedicated to providing the entirety of the agenda information for the legislative body of the city, county, city and county, special district, school district, or political subdivision established by the state to the public.

(2) "Legislative body" means a legislative body that meets the definition of subdivision (a) of Section 54952.

(3) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that members of a legislative body or its staff may briefly respond to statements made or questions posed by persons exercising their public testimony rights under Section 54954.3. In addition, on their own initiative or in response to questions posed by the public, a member of a legislative body or its staff may ask a question for clarification, make a brief announcement, or make a brief report on their own activities. Furthermore, a member of a legislative body, or the body itself, subject to rules or procedures of the legislative body, may provide a reference to staff or other resources for factual information, request staff to report back to the body at a subsequent meeting concerning any matter, or take action to direct staff to place a matter of business on a future agenda.

(b) Notwithstanding subdivision (a), the legislative body may take action on items of business not appearing on the posted agenda under any of the conditions stated below. Prior to discussing any item pursuant to this subdivision, the legislative body shall publicly identify the item.

(1) Upon a determination by a majority vote of the legislative body that an emergency situation exists, as defined in Section 54956.5.

(2) Upon a determination by a two-thirds vote of the members of the legislative body present at the meeting, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there

is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted as specified in subdivision (a).

(3) The item was posted pursuant to subdivision (a) for a prior meeting of the legislative body occurring not more than five calendar days prior to the date action is taken on the item, and at the prior meeting the item was continued to the meeting at which action is being taken.

(c) This section is necessary to implement and reasonably within the scope of paragraph (1) of subdivision (b) of Section 3 of Article I of the California Constitution.

(d) For purposes of subdivision (a), the requirement that the agenda be posted on the local agency's internet website, if the local agency has one, shall only apply to a legislative body that meets either of the following standards:

(1) A legislative body as that term is defined by subdivision (a) of Section 54952.

(2) A legislative body as that term is defined by subdivision (b) of Section 54952, if the members of the legislative body are compensated for their appearance, and if one or more of the members of the legislative body are also members of a legislative body as that term is defined by subdivision (a) of Section 54952.

SEC. 17. Section 54954.3 of the Government Code is amended to read:

54954.3. (a) (1) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2.

(2) (A) Notwithstanding paragraph (1), the agenda need not provide an opportunity for members of the public to address the legislative body on any item that has already been considered by a committee, composed exclusively of members of the legislative body, at a public meeting wherein all interested members of the public were afforded the opportunity to address the committee on the item, before or during the committee's consideration of the item.

(B) Subparagraph (A) shall not apply if any of the following conditions are met:

(i) The item has been substantially changed since the committee heard the item, as determined by the legislative body.

(ii) When considering the item, a quorum of the committee members did not participate from a singular physical location, that was clearly identified on the agenda, open to the public, and situated within the boundaries of the territory over which the local agency exercises jurisdiction.

(iii) The committee has primary subject matter jurisdiction, as defined by the charter, an ordinance, a resolution, or any formal action of the legislative body that created the subsidiary body, that focuses on elections, budgets, police oversight, privacy, removing from, or restricting access to, materials available in public libraries, or taxes or related spending proposals. This clause shall not apply to an item if the local agency has adopted a law applicable to the meeting of the committee at which the item that was considered prohibits the committee from placing a limit on the total amount of time for public comment on the item.

(3) Every notice for a special meeting shall provide an opportunity for members of the public to directly address the legislative body concerning any item that has been described in the notice for the meeting before or during consideration of that item.

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency.

(3) Paragraph (2) shall not apply if the legislative body of a local agency utilizes simultaneous translation equipment in a manner that allows the legislative body of a local agency to hear the translated public testimony simultaneously.

(c) The legislative body of a local agency shall not prohibit public criticism of the policies, procedures, programs, or services of the agency, or of the acts or omissions of the legislative body. Nothing in this subdivision shall confer any privilege or protection for expression beyond that otherwise provided by law.

SEC. 18. Section 54956 of the Government Code is amended to read:

54956. (a) (1) A special meeting may be called at any time by the presiding officer of the legislative body of a local agency, or by a majority of the members of the legislative body, by delivering written notice to each member of the legislative body and to each local newspaper of general circulation and radio or television station requesting notice in writing and posting a notice on the local agency's internet website, if the local agency has one. The notice shall be delivered personally or by any other means and shall be received at least 24 hours before the time of the meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted or discussed. No other business shall be considered at these meetings by the legislative body. The written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the legislative body a written waiver of notice. The waiver may be given by telephone or electronic mail. The written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.

(2) The call and notice shall be posted at least 24 hours prior to the special meeting in a location that is freely accessible to members of the public.

(b) Notwithstanding any other law, a legislative body shall not call a special meeting regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits, of the legislative body or of a local agency executive, as defined in subdivision (d) of Section 3511.1. However, this subdivision does not apply to a local agency calling a special meeting to discuss the local agency's budget.

SEC. 19. Section 54956.5 of the Government Code is amended to read:

54956.5. (a) For purposes of this section, "emergency situation" means both of the following:

(1) An emergency, which shall be defined as a work stoppage, crippling activity, or other activity that severely impairs public health, safety, or both, as determined by a majority of the members of the legislative body.

(2) A dire emergency, which shall be defined as a crippling disaster, mass destruction, terrorist act, or threatened terrorist activity that poses peril so immediate and significant that requiring a legislative body to provide one-hour notice before holding an emergency meeting under this section may endanger the public health, safety, or both, as determined by a majority of the members of the legislative body.

(b) (1) Subject to paragraph (2), in the case of an emergency situation involving matters upon which prompt action is necessary due to the disruption or threatened disruption of public facilities, a legislative body may hold an emergency meeting without complying with either the 24-hour notice requirement or the 24-hour posting requirement of Section 54956 or both of the notice and posting requirements.

(2) Each local newspaper of general circulation and radio or television station that has requested notice of special meetings pursuant to Section 54956 shall be notified by the presiding officer of the legislative body, or designee thereof, one hour prior to the emergency meeting, or, in the case of a dire emergency, at or near the time that the presiding officer or designee notifies the members of the legislative body of the emergency meeting.

(A) Except as provided in subparagraph (B), the notice required by this paragraph shall be given by telephone and all telephone numbers provided in the most recent request of a newspaper or station for notification of special meetings shall be exhausted. In the event that telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(B) For an emergency meeting held pursuant to this section, the presiding officer of the legislative body, or designee thereof, may send the notifications required by this paragraph by email instead of by telephone, as

provided in subparagraph (A), to all local newspapers of general circulation, and radio or television stations, that have requested those notifications by email, and all email addresses provided by representatives of those newspapers or stations shall be exhausted. In the event that internet services and telephone services are not functioning, the notice requirements of this paragraph shall be deemed waived, and the legislative body, or designee of the legislative body, shall notify those newspapers, radio stations, or television stations of the fact of the holding of the emergency meeting, the purpose of the meeting, and any action taken at the meeting as soon after the meeting as possible.

(c) During a meeting held pursuant to this section, the legislative body may meet in closed session pursuant to Section 54957 if agreed to by a two-thirds vote of the members of the legislative body present, or, if less than two-thirds of the members are present, by a unanimous vote of the members present.

(d) All special meeting requirements, as prescribed in Section 54956 shall be applicable to a meeting called pursuant to this section, with the exception of the 24-hour notice requirement.

(e) The minutes of a meeting called pursuant to this section, a list of persons who the presiding officer of the legislative body, or designee of the legislative body, notified or attempted to notify, a copy of the rollcall vote, and any actions taken at the meeting shall be posted for a minimum of 10 days in a public place as soon after the meeting as possible.

SEC. 20. Section 54957.6 of the Government Code is amended to read:

54957.6. (a) Notwithstanding any other provision of law, a legislative body of a local agency may hold closed sessions with the local agency's designated representatives regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits of its represented and unrepresented employees, and, for represented employees, any other matter within the statutorily provided scope of representation, subject to all of the following conditions:

(1) Prior to the closed session, the legislative body of the local agency shall hold an open and public session in which it identifies its designated representatives.

(2) The closed session shall be for the purpose of reviewing its position and instructing the local agency's designated representatives.

(3) The closed session may take place prior to and during consultations and discussions with representatives of employee organizations and unrepresented employees.

(4) Any closed session with the local agency's designated representative regarding the salaries, salary schedules, or compensation paid in the form of fringe benefits may include discussion of an agency's available funds and funding priorities, but only insofar as these discussions relate to providing instructions to the local agency's designated representative.

(5) The closed session shall not include final action on the proposed compensation of one or more unrepresented employees.

(6) For the purposes enumerated in this section, a legislative body of a local agency may also meet with a state conciliator who has intervened in the proceedings.

(b) For the purposes of this section, the term "employee" shall include an officer or an independent contractor who functions as an officer or an employee, but shall not include any elected official, member of a legislative body, or other independent contractors.

SEC. 21. Section 54957.9 of the Government Code is amended to read:

54957.9. In the event that any meeting is willfully interrupted by a group or groups of persons so as to render the orderly conduct of the meeting unfeasible and order cannot be restored by the removal of individuals who are willfully interrupting the meeting, the members of the legislative body conducting the meeting may order the meeting room cleared and continue in session. Only matters appearing on the agenda may be considered in such a session. Representatives of the press or other news media, except those participating in the disturbance, shall be allowed to attend any session held pursuant to this section. Nothing in this section shall prohibit the legislative body from establishing a procedure for readmitting an individual or individuals not responsible for willfully disturbing the orderly conduct of the meeting.

SEC. 22. Section 54957.95 of the Government Code is amended to read:

54957.95. (a) (1) In addition to authority exercised pursuant to Sections 54954.3 and 54957.9, the presiding member of the legislative body conducting a meeting or their designee may remove, or cause the removal of, an individual for disrupting the meeting, including any teleconferenced meeting.

(2) Prior to removing an individual, the presiding member or their designee shall warn the individual that their behavior is disrupting the meeting and that their failure to cease their behavior may result in their removal. The presiding member or their designee may then remove the individual if they do not promptly cease their disruptive behavior. This paragraph does not apply to any behavior described in subparagraph (B) of paragraph (1) of subdivision (b).

(b) As used in this section:

(1) "Disrupting" means engaging in behavior during a meeting of a legislative body that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting and includes, but is not limited to, one of the following:

(A) A failure to comply with reasonable and lawful regulations adopted by a legislative body pursuant to Section 54954.3 or any other law.

(B) Engaging in behavior that constitutes use of force or a true threat of force.

(2) "True threat of force" means a threat that has sufficient indicia of intent and seriousness, that a reasonable observer would perceive it to be an actual threat to use force by the person making the threat.

SEC. 23. Section 54957.96 is added to the Government Code, to read:

54957.96. (a) The existing authority of a legislative body or its presiding officer to remove or limit participation by persons who engage in behavior that actually disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting, including existing limitations upon that authority, shall apply to members of the public participating in a meeting via a two-way telephonic service or a two-way audiovisual platform.

(b) For purposes of this section, the following definitions apply:

(1) "Two-way audiovisual platform" means an online platform that provides participants with the ability to participate in a meeting via both an interactive video conference and a two-way telephonic service. A two-way audiovisual platform may be structured to disable the use of video for the public participants.

(2) "Two-way telephonic service" means a telephone service that does not require internet access and allows participants to dial a telephone number to listen and verbally participate.

SEC. 24. The Legislature finds and declares that Section 4 of this act, which amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 19 of this act, which amends Section 54956.5 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, impose a limitation on the public's right of access to the meetings of public bodies or the writings of public officials and agencies within the meaning of Section 3 of Article I of the California Constitution. Pursuant to that constitutional provision, the Legislature makes the following findings to demonstrate the interest protected by this limitation and the need for protecting that interest:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 25. The Legislature finds and declares that Sections 1 and 2 of this act, which amend and repeal Section 54952.2, respectively, of, Section 3 of this act, which amends Section 54952.7 of, Section 4 of this act, which

amends Section 54953 of, Section 5 of this act, which adds Section 54953.4 to, Section 6 of this act, which amends Section 54953.5 of, Section 7 of this act, which amends Section 54953.7 of, Sections 8 to 15, inclusive, of this act, which add Sections 54953.8 to 54953.8.7, respectively, to, Section 16 of this act, which amends Section 54954.2 of, Section 17 of this act, which amends Section 54954.3 of, Section 18 of this act, which amends Section 54956 of, Section 19 of this act, which amends Section 54956.5 of, Section 20 of this act, which amends Section 54957.6 of, Section 21 of this act, which amends Section 54957.9 of, Section 22 of this act, which amends Section 54957.95 of, and Section 23 of this act, which adds Section 54957.96 to, the Government Code, further, within the meaning of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the purposes of that constitutional section as it relates to the right of public access to the meetings of local public bodies or the writings of local public officials and local agencies. Pursuant to paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution, the Legislature makes the following findings:

(a) This act is necessary to provide opportunities for public participation in meetings of specified public agencies and to promote the recruitment and retention of members of those agencies.

(b) This act is necessary to ensure minimum standards for public participation and notice requirements allowing for greater public participation in meetings.

(c) This act is necessary to modernize the Ralph M. Brown Act to reflect recent technological changes that can promote greater public access to local officials.

(d) The exclusively virtual nature of the California Online Community College presents unique barriers to the requirements for an in-person quorum, a physical location for public participation, and certain accommodations. Participating students of the online community college come from all across the state and necessitating travel for these requirements would pose a significant and exclusionary barrier.

SEC. 26. The Legislature finds and declares that adequate public access to meetings is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, this bill would apply to all cities, including charter cities.

SEC. 27. No reimbursement is required by this act pursuant to Section 6 of Article XIII B of the California Constitution because the only costs that may be incurred by a local agency or school district under this act would result from a legislative mandate that is within the scope of paragraph (7) of subdivision (b) of Section 3 of Article I of the California Constitution.