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

WEDNESDAY, MARCH 19, 2025

HARTNELL COLLEGE-SOLEDAD 1505 METZ ROAD ROOM. SEC-114

6:00 PM

https://cityofsoledad.zoom.us/j/86301451477
Or Call
1-669-900-6833 and use Meeting ID: 863 0145 1477

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-Sanchez
Councilmember Evarista Banuelos
Councilmember Ben Caldera

I. CALL TO ORDER

II. ROLL CALL

III. PUBLIC COMMENT - CLOSED SESSION ITEMS

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

IV. CLOSED SESSION

1. The City Council will recess to closed session to confer with its attorney regarding litigation pursuant to Government Code Section 54956.9 (d)(4)- deciding whether to initiate litigation.

V. CLOSED SESSION REPORTS

VI. PLEDGE OF ALLEGIANCE

VII. ADDITIONS/MODIFICATIONS TO THE AGENDA

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

VIII. PUBLIC COMMENT

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

IX. COUNCIL PRESENTATIONS

1. A Proclamation of the City Council of the City of Soledad in Honor and Recognition of the Legacy of the Civil Rights and Labor Leader Cesar Chavez.
2. A Proclamation of the City Council of the City of Soledad recognizing March 19, 2025 as National SBDC Day.
3. A Proclamation of the City Council of the City of Soledad recognizing March 31, 2025 as Transgender Day of Visibility.

X. 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 03-05-2025

COUNCIL ACTION: _____

2. Warrants

Attachments:
Staff Report
02/27/2025 - 03/11/2025

COUNCIL ACTION: _____

3. Resolution No. 6207, A Resolution of The City Council of The City of Soledad Approving a

Facility Use Fee Waiver for the Lideres Campesinas de Soledad for the Use of the Soledad Community Center for their Día de Niño Event.

Attachments:
Staff Report
Resolution No. 6207
Fee Waiver

COUNCIL ACTION: _____

4. Resolution No. 6208, a Resolution of the City Council of the City of Soledad Accepting the Veteran's Park Recycled Water Irrigation Retrofit and Authorizing the Release of Retention in the Amount of $4,720.75

Attachments:
Staff Report
Resolution No. 6208

COUNCIL ACTION: _____

5. Resolution No. 6209, A Resolution of the City Council of the City of Soledad Approving In-Kind Services and Approving Street Closure of Soledad Street Between Front Street and Monterey Street for the Annual Soledad Historical Society Farmer's Market

Attachments:
Staff Report
Resolution No. 6209
Exhibit A

COUNCIL ACTION: _____

6. Resolution No. 6210, A Resolution of the City Council of the City of Soledad Approving Amendment No. 2 to Extend the Term of the 2045 General Plan Update Professional Services Agreement with PlaceWorks Inc. to December 31, 2026

Attachments:
Staff Report
Resolution No. 6210
Exhibit A- PlaceWorks Amendment No. 2
Attachment A- PlaceWorks Consulting Services Agreements
Attachment B- PlaceWorks Extension and Schedule

COUNCIL ACTION: _____

7. Resolution No. 6212, A Resolution of the City Council of the City of Soledad Approving a Biosolids Hauling and Disposal Contract Agreement with Holloway Environmental Solutions, LLC (Holloway), for $237,271.19, Authorizing the City Manager to Execute Said Agreement, and Approving a FY 24/25 Budget Amendment (Increase) in the Amount of $173,000

Attachments:
Staff Report

Resolution No. 6212
Agreement for Services - Holloway
Cannon Report

COUNCIL ACTION: _____

XI. BUSINESS

1. Resolution No. 6211, A Resolution of the City Council of the City of Soledad Approving and Accepting the 2024 General Plan and Housing Annual Progress Reports and Authorizing their Submittal to The State of California Department of Housing and Community Development and The Governor's Office of Planning and Research

Attachments:
Staff Report
Resolution No. 6211
Exhibit A
Exhibit B
Attachment A

COUNCIL ACTION: _____

XII. MAYOR'S REPORTS AND AKNOWLEDGEMENTS

XIII. COUNCILMEMBERS' REPORTS AND AKNOWLEDGEMENTS

XIV. CITY MANAGER'S REPORT

XV. FUTURE AGENDA ITEMS

XVI. ADJOURNMENT

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

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

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

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

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

be read due to time limitations. The City Clerk will read email comments, provided that the reading shall not exceed three (3) minutes. The email comments submitted shall become part of the record.

La entrega anticipada de comentarios públicos por correo electrónico debe presentarse antes de las 2:00 p.m. del día de la reunión programada a la Secretaria Municipal al email darlene.noriega@cityofsoledad.com. Los comentarios están limitados a 250 palabras o menos y se hará un esfuerzo para leer su comentario en el registro, pero es posible que algunos comentarios no se lean debido a limitaciones de tiempo. La Secretaria Municipal leerá los comentarios del correo electrónico, siempre que la lectura no exceda los tres (3) minutos. Los comentarios enviados por correo electrónico pasarán a formar parte del registro.

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CERTIFICATION

I, Megan Hunter, City Clerk of the City of Soledad, do hereby certify that a copy of the foregoing Joint City Council/Successor Agency Regular Meeting Agenda was posted at City Hall by Friday, March 14, 2025, at 5:00 p.m.

Megan Hunter _____ 02/14/2025

Megan Hunter, City Clerk/Manager

COUNCIL COMMUNICATION

SUBJECT: **Minutes**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **March 19, 2025**

Minutes

City of Soledad
Joint City Council/Successor Agency/Housing Authority/Successor Housing Agency/
Regular Meeting
March 5, 2025

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

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

Mayor/Chair	Anna M. Velazquez
Mayor Pro Tem/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

Pauline Tomasini led the Pledge of Allegiance

ADDITIONS/MODIFICATIONS TO THE AGENDA

1. The Woman's History Month Proclamation should be added to the agenda in the section of Council Presentations, along with plans to celebrate the proclamation.

PUBLIC COMMENT

Pauline Tomasini publicly commented that the Soledad Rotary Club will be having its reverse Draw fundraiser on Monday, March 17, 2025, at the Soledad Community Center. Tickets for the event are $200 each. She also thanked Chief of Police Damon Wasson for his work in the City.

City Clerk Darlene Noriega received a written comment from Eneida Flores, Community Engagement Manager Jesus Valenzuela presented the written comment:

Enida Flores thanked the council for the proclamation that was presented to lidres campesinas. The group is organizing the Children's Day event on Saturday, April 26, 2025, at 3:00. They are hoping to have the council sponsor the event and give them a room at the Community center.

There were no further public comments.

COUNCIL PRESENTATIONS

1. The City Council of the City of Soledad presented Christine De La Rosa with a Certificate of Achievement for her 20-year anniversary with the Soledad Community Health Care District. She is now the Comprehensive Perinatal Services Program (CPSP) Coordinator at the Soledad Medical Clinic.

   Christine De La Rosa thanked the council and the Community of Soledad for the Certificate of Achievement.

2. The City Council of the City of Soledad presented a Proclamation in Honor and Recognition of the American Red Cross, declaring March 2025 as Red Cross Month.

   Central Coast Red Cross Representative Patsi Gasca thanked the Council for their ongoing support and encouraged the public to continue in support however possible.

3. A Proclamation of the City Council of the City of Soledad was presented in Honor and Recognition of Soledad Police Chief Damon C. Wasson for his Dedicated Service to the City and Citizens of Soledad

   All council members thanked Police Chief Damon Wasson for his service and dedication to the Community of Soledad.

4. A Proclamation of the City Council of the City of Soledad in honor and recognition of Women's History Month.

Mayor Velazquez said Women's History Month will be highlighted in a planned event that the City will announce soon.

City Manager Hunter said the City of Soledad website highlights Women's History Month to acknowledge the significant milestone.

5. The City Council of the City of Soledad presented a Laura Maldonado Certificate of Achievement as the 2025 "Life Changer of the Year" award for the Soledad Unified School District.

   Laura Maldonado was not present at the council meeting.

CONSENT CALENDAR

There were no public comments.

Councilmember Ansaldo-Sanchez requested to have a separate discussion for items C-9 and C-11.

Mayor Pro Tem Cabrera requested to have separate discussion for items C-6 and C-11.

Mayor Velazquez requested to have separate discussion for items C-4, C-10, and C-12.

Motion: Councilmember Ansaldo-Sanchez motioned to approve items C-1, C-2, C-3, C-5, C-7, and C-8 Motion was seconded by Councilmember Banuelos and carried by unanimous vote:

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

C-1. Minutes of 02/19/2025

C-2. Warrants 02/13/2025 – 02/26/2025.

C-3. Human Resources Department Activity Report

C-5. Fire Department Activity Report

C-7. Public Works Department Activity Report

C-8. Police Department Activity Report

Motion: Mayor Velazquez motioned to approve items C-4, C-6, C-9, C-10, C-11, and C-12. Motion was seconded by Councilmember Caldera and carried by unanimous vote:

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

C-4. Parks and Recreation Department Activity Report

Mayor Velazquez said that, in the past, the council had been able to provide a waiver for facilities when they wanted to sponsor an event.

City Manager Hunter said that typically, a community group needs to go through the same application process. Still, the application would be brought back to the council for the waiver of the fees. The group should go through the Community Center to see if that date is available.

C-6. Community and Economic Development Department Activity Report

Mayor Pro Tem Cabrera asked if the General Plan committee had already been created and, if so, if there were any previous members in the group.

Community and Economic Development Director Beatriz Trujillo said the steering committee had been created. The former members were the first people the Community Engagement department contacted.

Councilmember Ansaldo-Sanchez asked if the council could be emailed a list of who is on the steering committee.

Mayor Velazquez asked that staff send the council a list of people who have been contacted, also include when they were contacted and what the outcome of contact was.

City Manager Hunter said people interested in attending a steering committee meeting are welcome to

attend.

C-9. Resolution No. 6200, A Resolution of the City Council of the City of Soledad Approving a Contract Change Order for Construction Services with Monterey Peninsula Engineering for the Amount of $196,093Plus a 20% Contingency ($9,610) for a Total Not to Exceed $205,703 for the Front Street Maintenance Project and Authorizing the City Manager to Execute Said Contract Change Order on Behalf of the City of Soledad

Councilmember Ansaldo-Sanchez said that he has noticed change orders coming forward, and he asked that staff remember to consider all financial issues to avoid change orders.

Mayor Velazquez asked why ADA issues were not considered as a part of the design.

Assistant Engineer Alex Ramos presented the staff report and provided clarification to the questions being asked.

City Manager Hunter added further explanation.

City Manager Hunter clarified further regarding the project.

C-10. Resolution No. 6201, A Resolution of the City Council of the City of Soledad Approving In-Kind Services, Waiving Park Fee and Approving the Street Closure of Front Street Between Main Street and Kidder Street for the 2025 Small Business Development Center Celebration with the Community and Economic Development Department

Economic Development Coordinator Tencia Vargas presented the staff report.

Mayor Velazquez said in the future it will be helpful for the council to be given a flyer showing what businesses will be involved in the event. She would also like to know of any costs involved and the proposed budget. She would also like to make sure the community is also involved in the proposal to better evaluate it.

Economic Development Coordinator Tencia Vargas said that SBDC is covering all costs. Both her and Community and Economic Development Director Beatriz Trujillo will be collaborating with SBDC. SBDC is also doing all marketing, including a flyer inviting local businesses.

C-11. Receive the 2024 Soledad Historical Society Annual Report

Mayor Pro Tem Cabrera asked if Soledad Historical Society President Graig Stephens had any item comments regarding item no. C-11.

Soledad Historical Society President Graig Stephens shared information regarding a future display and plans that will be displayed at the Soledad Historical Society museum.

C-12. Resolution No. 6205, A Resolution of the City Council of the City of Soledad Approving Amendment No. 3 of the Summary of Job Classifications and Salary Schedule for Fiscal Year 2024/25

Mayor Velazquez said that she had concerns about the item. The council's job is to be fiscally responsible and cautious with the budget, and in 2022, wages were increased. She proposed a 6% salary increase with the allowance of the COLA increase in 2025.

Councilmembers had numerous comments regarding the item.

City Manager Hunter clarified how staff came to the conclusion that is being requested. The Public Works Director oversees a vast number of departments. There have been other positions hired to bring further support, however, Public Works Director Don Wilcox, is the sole engineer with the professional engineering license in the City, and he has taken on significant responsibilities.

Mayor Velazquez proposed to proceed with the 8.78% increase now, with the consideration of deferral of the COLA until January 2026, and the council can come back and discuss the item based on the budget concerns for the next budget cycle.

BUSINESS

B-1. Resolution No. 6202, A Resolution of the City Council of the City of Soledad Approving a Professional Services Agreement Between the City of Soledad and the Arts Council for Monterey County in an Amount Not to Exceed $8,700 for the Fire Apparatus Bay Arts Mural Project and Authorizing the City Manager to Execute Said Agreement.

Community and Economic Development Coordinator Tencia Vargas presented the staff report.

Monterey County Supervisor Chris Lopez's chief of staff, Priscilla Barba, was present via Zoom and thanked the council for the opportunity to partner with the City.

There were no public comments.

Councilmember Caldera would like to see local heroes who have served the City of Soledad in the past, such as Soledad residents Mario Cunha and Donald Lum.

Councilmember Ansaldo-Sanchez recommends using the artists that were used in the past, and he would like to see something related to the Gateway to the Pinnacles.

Mayor Pro Tem Cabrera suggested including a picture of Mario Martinez, Soledad Olympian of 1984.

Councilmember Banuelos would like to see something abstract, including Gateway to the Pinnacles and local heroes, such as first responders who serve in Soledad.

Mayor Velazquez would like the mural to reflect public safety, police and fire, the Pinnacles, and something symbolic representing who we are as a Community and some elements of South County and Monterey County.

Motion: Councilmember Banuelos motioned to approve item Resolution No. 6202. Motion was seconded by Councilmember Ansaldo-Sanchez and carried by unanimous vote:

Action

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

B-2. Resolution No. 6203, A Resolution of the City Council of the City of Soledad Approving and Authorizing the City Manager to Execute a Professional Services Agreement with AMEG Enterprises, LLC for a Total Not to Exceed $207,100 for Design Work Associated with the Interim Shelter Facility Project at 990 Los Coches Rd., and

Resolution No. 6206, a Resolution of the City Council of the City of Soledad Approving and Authorizing the City Manager to Execute a Contract with AMEG Enterprises, LLC for a Total Not to Exceed $820,082 for the Purchase and Installation of Modular Units and Related Development Tasks for t of the Interim Shelter Facility Project at 990 Los Coches Rd.

Community and Economic Development Director Beatriz Trujillo presented the staff report.

Councilmembers had numerous questions and comments.

Mayor Velazquez reiterated that the City of Soledad adopted the County's Lead Me Home Plan, which is how the City has the opportunity to move forward with the project. This is a human issue that needed to be addressed and it is the responsibility of the City Council to look at the needs and housing needs of every individual whether housed or unhoused.

Motion: Mayor Pro Tem Cabrera motioned to approve Resolution No. 6203. Motion was seconded by Councilmember Ansaldo-Sanchez and carried by unanimous vote:

Action

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

City attorney Mike Rodriquez reminded the council that because of the urgent nature of the matter, it is an emergency public contract and does require a minimum of a four-fifths vote.

Motion: Mayor Pro Tem Cabrera motioned to approve Resolution No. 6206. Motion was seconded by Councilmember Banuelos and carried by unanimous vote:

Action

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

B-3. Receive a Presentation on the 60% Plans of the West Street Road Diet and Complete Streets Project

Assistant Engineer Alex Ramos Presented the staff report.

There were no public comments.

Councilmembers had various questions and comments.

Council Action:

This item was informational and no action was taken.
The information was received by the City Council, and direction was provided to staff.

B-4. Resolution No. 6204, A Resolution of the City Council of the City of Soledad Approving the State Legislative Platform for 2025-2026

Community Engagement Manager Jesus Valenzuela presented the staff report.

Townsend Public Affairs, Inc. Representative Spencer Street was present via Zoom and provided further clarification for the item.

There were no public comments.

Mayor Pro Tem Cabrera emphasized the importance of any bills regarding the reduction of pesticides since there seem to be many problems in this area regarding pesticides.

Mayor Velazquez emphasized the importance of funding for the existing public transit improvements for our residents. This should be a focus and priority. Also, regarding the immigration portion, she would like to add language of supporting legislation that does not separate families.

City Manager Hunter said a series of legislation regarding ICE enforcement, AB 49, is coming forward, and she is not sure if there is further information coming through the State regarding this. She believes broadening the platform to cover that piece would be a good idea.

Mayor Velazquez agreed to the recommendation of adding to the legislation platform the language to include any bill related to ICE enforcement into sensitive areas like public facilities such as schools.

Motion: Councilmember Ansaldo-Sanchez motioned to approve Resolution No. 6204, with the inclusion of the ICE language as mentioned by both City Manager Hunter and Mayor Velazquez, as well as including language regarding not separating families, and prioritizing existing transportation. Motion was seconded by Mayor Pro Tem Cabrera and carried by unanimous vote:

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

MAYOR'S REPORTS AND ACKNOWLEDGMENTS

Mayor Velazquez will submit her report to the Clerk for posting on the City of Soledad website.

COUNCILMEMBERS' REPORTS AND ACKNOWLEDGMENTS

Mayor Velazquez has directed all council members to submit their reports and acknowledgments to the Clerk for posting on the City of Soledad website.

CITY MANAGERS' REPORT

City Manager Hunter had one item to report:

1. She will be on vacation March 7 – 14, 2025. Public Works Director Don Wilcox will be the Acting City Manager.

ADJOURNMENT

Meeting adjourned at 8:53 p.m.

Minutes Approved: March 19, 2025

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ANNA M. VELAZQUEZ, Mayor/Chair

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MEGAN HUNTER, City Clerk

COUNCIL COMMUNICATION

SUBJECT: **Warrants**

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

FROM: **Mike Howard, Finance Director**

THROUGH: **Megan Hunter,**

MEETING DATE: **March 19, 2025**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APRAB-Mechanics Bank						
Payment Type: EFT						
AMFLAG	NOVA MARKETING INC	03/04/2025	EFT	0.00	-98.12	10044
360PSM	360PSM INC.	03/11/2025	EFT	0.00	2,253.74	10082

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
Fire Metal 2	Invoice	03/07/2025	Labor Compliance - Fire Metal	0.00	956.13
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Labor Compliance - Fire Metal	956.13	
Fire Station 2	Invoice	03/07/2025	Labor Compliance - Fire Station	0.00	1,297.61
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Labor Compliance - Fire Station	1,297.61	

ALLSAF — ALL SAFE INTEGRATED SYSTEMS — 03/11/2025 — EFT — 0.00 — 365.00 — 10083

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
129347	Invoice	03/07/2025	Burglar Alarm Repair	0.00	365.00
	100-2200-52520	MAINTENANCE AGREEM...	Burglar Alarm Repair	365.00	

CANNOA — CANNON CORPORATION — 03/11/2025 — EFT — 0.00 — 30,695.56 — 10084

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
91026	Invoice	03/07/2025	CH/PD Generator Upgrade	0.00	47.50
	211-0000-57000	CAPITAL OUTLAY - IMPR...	CH/PD Generator Upgrade	47.50	
91106	Invoice	03/07/2025	Troubleshooting VN1 / Well 7 Inhibit	0.00	1,293.00
	309-0000-52520	MAINTENANCE AGREEM...	Troubleshooting VN1 / Well 7 In...	380.00	
	310-0000-52520	MAINTENANCE AGREEM...	Troubleshooting VN1 / Well 7 In...	913.00	
91153	Invoice	03/07/2025	Water Fill Stations	0.00	984.50
	309-0000-57000	CAPITAL OUTLAY - IMPR...	Water Fill Stations	984.50	
91154	Invoice	03/07/2025	Water Condition to Reliability Assesment	0.00	9,059.00
	309-0000-57000	CAPITAL OUTLAY - IMPR...	Water Condition to Reliability As...	8,886.00	
	779-0000-52136	FACILITIES MASTER PLAN	Water Condition to Reliability As...	173.00	
91157	Invoice	03/07/2025	Wastewater Reclaimation Facilities	0.00	12,454.55
	310-0000-57000	CAPITAL OUTLAY - IMPR...	Wastewater Reclaimation Facilit...	12,454.55	
91165	Invoice	03/07/2025	Water PLC Upgrade	0.00	6,857.01
	309-0000-57000	CAPITAL OUTLAY - IMPR...	Water PLC Upgrade	6,857.01	

FASTEN — FASTENAL COMPANY — 03/11/2025 — EFT — 0.00 — 806.34 — 10085

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
CASOE58917	Invoice	03/07/2025	Battery Shop Restock	0.00	337.72
	310-0000-52051	TOOLS & MINOR EQUIPM...	Battery Shop Restock	337.72	
CASOE58918	Invoice	03/07/2025	Tools - Shop Restock	0.00	468.62
	310-0000-52051	TOOLS & MINOR EQUIPM...	Tools - Shop Restock	468.62	

FIRST — FIRST ALARM — 03/11/2025 — EFT — 0.00 — 525.69 — 10086

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
868792	Invoice	03/07/2025	Quarterly Fire Monitor	0.00	525.69
	100-2200-52520	MAINTENANCE AGREEM...	Quarterly Fire Monitor	525.69	

HAENER — FOUNDATION HA ENERGY GENERATION, LLC — 03/11/2025 — EFT — 0.00 — 19,712.43 — 10087

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		
4001	Invoice	03/07/2025	Windpower WWTP / Feb 2025	0.00	19,712.43	
	310-0000-52400	UTILITIES	Windpower WWTP / Feb 2025	19,712.43		
PARTST	HCOP, LLC/PARTS TREE.COM	03/11/2025	EFT	0.00	1,614.52	10088
2-9978193	Invoice	03/07/2025	Generator Repair	0.00	1,614.52	
	100-2100-52525	REPAIRS & MAINTENANCE..	Generator Repair	1,614.52		
MISLAW	MISSION LAWN AND GARDEN CARE	03/11/2025	EFT	0.00	5,680.00	10089
8086	Invoice	03/07/2025	Gabilan Maint	0.00	680.00	
	410-0000-52531	STREET MAINTENANCE	Gabilan Maint	680.00		
8087	Invoice	03/07/2025	Liberty Ct. Maint	0.00	400.00	
	651-0000-52516	LANDSCAPE MAINT. (EAS...	Liberty Ct. Maint	400.00		
8092	Invoice	03/07/2025	Landscape Maintenance	0.00	1,650.00	
	410-0000-52531	STREET MAINTENANCE	Landscape Maintenance	1,350.00		
	647-0000-52530	STREET LANDSCAPING	Landscape Maintenance	300.00		
8098	Invoice	03/07/2025	Orchard Lane Maint	0.00	2,800.00	
	650-0000-52519	MAINTENANCE	Orchard Lane Maint	2,800.00		
8100	Invoice	03/07/2025	Fire Dept. Monthly Landscape	0.00	150.00	
	100-1450-52518	FACILITIES EXPENSE	Fire Dept. Monthly Landscape	150.00		
MOBAAN	MONTEREY BAY ANALYTICAL SERVICES	03/11/2025	EFT	0.00	13,092.40	10090
2501SOL-DW	Invoice	03/07/2025	MBAS Water Samples	0.00	2,977.30	
	309-0000-52053	LAB ANALYSIS & TESTING	MBAS Water Samples	2,977.30		
2501SOL-WW	Invoice	03/07/2025	WW Monitoring 1/25	0.00	10,115.10	
	310-0000-52053	LAB ANALYSIS & TESTING	WW Monitoring 1/25	10,115.10		
MME	MUNICIPAL MAINTENANCE EQUIPMENT INC	03/11/2025	EFT	0.00	3,346.10	10091
030143	Invoice	03/07/2025	Prev. Maint. Combo Truck	0.00	3,346.10	
	310-0000-52134	COLLECTION SYSTEM MA...	Prev. Maint. Combo Truck	3,346.10		
CULLIG	QUALITY WATER ENTERPRISES, INC.	03/11/2025	EFT	0.00	135.86	10092
1251242	Invoice	03/07/2025	Water Services	0.00	91.16	
	309-0000-52520	MAINTENANCE AGREEM...	Water Services	91.16		
1251719	Invoice	03/07/2025	WWTP Water System	0.00	44.70	
	309-0000-52053	LAB ANALYSIS & TESTING	WWTP Water System	22.35		
	310-0000-52053	LAB ANALYSIS & TESTING	WWTP Water System	22.35		
WARBEY	ROBIN WARBEY	03/11/2025	EFT	0.00	20,324.05	10093
3649	Invoice	03/07/2025	IT Services FEB 2025	0.00	7,507.50	
	100-1320-52200	PROFESSIONAL SERVICES...	IT Services FEB 2025	7,507.50		
3650	Invoice	03/07/2025	IT Services	0.00	12,816.55	
	100-1320-52200	PROFESSIONAL SERVICES...	IT Services	20.00		
	100-1320-52200	PROFESSIONAL SERVICES...	IT Services	111.99		
	100-1320-52200	PROFESSIONAL SERVICES...	IT Services	123.19		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1400-57100	CAPITAL OUTLAY - COMP...	Dell Latitude - PD		3,002.86	
	100-1500-57100	CAPITAL OUTLAY - COMP...	Dell Latitude - AR		3,002.86	
	100-1500-57100	CAPITAL OUTLAY - COMP...	Dell Latitude - C		3,002.86	
	121-0000-57100	CAPITAL OUTLAY - COMP...	Dell Optiplex - K		1,198.79	
	310-0000-57100	CAPITAL OUTLAY - COMP...	Dell Latitude - JT		2,354.00	
SAFEST	SAFESTORE, INC	03/11/2025	EFT	0.00	1,339.69	10094
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
SS2981	Invoice	03/07/2025	Evidence - DA's Office	0.00	450.00	
	100-1400-52050	PROPERTY EVIDENCE RO...	Evidence - DA's Office	450.00		
SS2992	Invoice	03/07/2025	Prop / Evidence Storage	0.00	889.69	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop / Evidence Storage	889.69		
SIRCHI	SIRCHIE ACQUISITION COMPANY LLC	03/11/2025	EFT	0.00	1,169.99	10095
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0674370-IN	Invoice	03/07/2025	Prop / Evidence Supplies	0.00	140.42	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop / Evidence Supplies	140.42		
0681685-IN	Invoice	03/07/2025	Evidence - Supplies	0.00	1,029.57	
	100-1400-52050	PROPERTY EVIDENCE RO...	Evidence - Supplies	1,029.57		
TORPET	TORO PETROLEUM CORP.	03/11/2025	EFT	0.00	1,607.83	10096
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0699832-IN	Invoice	03/07/2025	Fuel	0.00	1,607.83	
	310-0000-52085	FUEL	Fuel	1,607.83		
URETSK	URETSKY INVESTIGATIONS	03/11/2025	EFT	0.00	3,275.04	10097
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
001	Invoice	03/07/2025	Backgrond Check	0.00	3,275.04	
	100-1400-52200	PROFESSIONAL SERVICES...	Backgrond Check	3,275.04		
USABLU	USABLUE BOOK	03/11/2025	EFT	0.00	443.45	10098
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV00629109	Invoice	03/07/2025	Process Control Filters	0.00	443.45	
	310-0000-52053	LAB ANALYSIS & TESTING	Process Control Filters	443.45		
ZUMAR	ZUMAR INDUSTRIES, INC.	03/11/2025	EFT	0.00	1,012.38	10099
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
51154	Invoice	03/07/2025	Stop Signs	0.00	1,012.38	
	410-0000-52139	STRIPING AND SIGNS	Stop Signs	1,012.38		
BONNER	CAROLYN JOY BONNER	03/11/2025	EFT	0.00	200.00	10100
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
021125A	Invoice	03/08/2025	Replacement Check - Muscian for So Co S...	0.00	200.00	
	100-2200-52200	PROFESSIONAL SERVICES...	Replacement Check - Muscian fo...	200.00		
			Total EFT:	**0.00**	**107,501.95**	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Regular						
CAPE	CALIFORNIA ASSOCIATION FOR PROPERTY AND	03/04/2025	Regular	0.00	-60.00	56386
NAMTAG	COLLER INDUSTRIES INCORPORATED	03/04/2025	Regular	0.00	-35.74	56390
BONNER	CAROLYN JOY BONNER	03/07/2025	Regular	0.00	-200.00	56486
AFLAC	AFLAC HEADQUARTERS	03/07/2025	Regular	0.00	1,934.35	56778

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**		**Item Description**	**Distribution Amount**	
INV0000313	Invoice	03/07/2025	AFLAC CONTRIBUTION	0.00	785.74
100-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	281.91	
309-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	96.37	
310-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	375.16	
311-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	22.13	
312-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	5.36	
410-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	4.81	
INV0000314	Invoice	03/07/2025	AFLAC CONTRIBUTION	0.00	1,148.61
100-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	626.36	
309-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	74.33	
310-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	417.12	
311-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	20.46	
312-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	3.52	
410-0000-21140	AFLAC PAYABLE		AFLAC CONTRIBUTION	6.82	

CALIFS	CALIFORNIA STATE DISBURSEMENT UNIT	03/07/2025	Regular	0.00	1,061.07	56779

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**		**Item Description**	**Distribution Amount**	
INV0000316	Invoice	03/07/2025	CHILD SUPPORT CONTRIBUTION	0.00	1,061.07
100-0000-21194	CHILD SUPPORT/GARNISH...		CHILD SUPPORT CONTRIBUTION	991.92	
312-0000-21194	CHILD SUPPORT/GARNISH...		CHILD SUPPORT CONTRIBUTION	18.69	
410-0000-21194	CHILD SUPPORT/GARNISH...		CHILD SUPPORT CONTRIBUTION	50.46	

COMM F	COMMUNITY FOUNDATION FOR MONTEREY CC	03/07/2025	Regular	0.00	140.00	56780

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**		**Item Description**	**Distribution Amount**	
INV0000315	Invoice	03/07/2025	CAPITAL CAMPAIGN DONATION	0.00	140.00
100-0000-21195	MISC. PAYROLL DEDUCTI...		CAPITAL CAMPAIGN DONATION	89.57	
309-0000-21195	MISC. PAYROLL DEDUCTI...		CAPITAL CAMPAIGN DONATION	21.17	
310-0000-21195	MISC. PAYROLL DEDUCTI...		CAPITAL CAMPAIGN DONATION	21.16	
311-0000-21195	MISC. PAYROLL DEDUCTI...		CAPITAL CAMPAIGN DONATION	8.10	

VANTAG	MISSION SQUARE-303584	03/07/2025	Regular	0.00	11,602.14	56781

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
Account Number	**Account Name**		**Item Description**	**Distribution Amount**	
INV0000312	Invoice	03/07/2025	EMPLOYEE DEDUCTION	0.00	243.42
100-0000-21210	ICMA PAYABLE		EMPLOYEE DEDUCTION	94.63	
309-0000-21210	ICMA PAYABLE		EMPLOYEE DEDUCTION	16.58	
310-0000-21210	ICMA PAYABLE		EMPLOYEE DEDUCTION	116.49	
311-0000-21210	ICMA PAYABLE		EMPLOYEE DEDUCTION	13.12	
312-0000-21210	ICMA PAYABLE		EMPLOYEE DEDUCTION	2.60	
INV0000317	Invoice	03/07/2025	DEFERRED-EMPLOYEE PORTION	0.00	615.44
100-0000-21145	DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION	10.43	
309-0000-21145	DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION	480.66	
310-0000-21145	DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION	124.35	
INV0000318	Invoice	03/07/2025	Directors' 7% Ret. Contr.	0.00	472.07
100-0000-21171	PERS		Directors' 7% Ret. Contr.	241.82	
309-0000-21171	PERS		Directors' 7% Ret. Contr.	92.10	
310-0000-21171	PERS		Directors' 7% Ret. Contr.	92.10	
311-0000-21171	PERS		Directors' 7% Ret. Contr.	46.05	
INV0000319	Invoice	03/07/2025	DEFERRED-EMPLOYEE PORTION	0.00	8,070.00
100-0000-21145	DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION	3,864.58	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	309-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		957.93	
	310-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		2,401.20	
	311-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		259.93	
	312-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		217.09	
	410-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		360.08	
	531-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		9.19	
INV0000320	Invoice	03/07/2025	DEFERRED-EMPLOYEE PORTION	0.00	2,201.21	
	100-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		1,901.47	
	309-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		126.20	
	310-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		126.20	
	311-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		6.89	
	410-0000-21145 DEFERRED COMP. PAYAB...		DEFERRED-EMPLOYEE PORTION		40.45	
PRINCI	PRINCIPAL LIFE INSURANCE COMPANY	03/07/2025	Regular	0.00	3,664.56	56782
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000321	Invoice	03/07/2025	DENTAL INSURANCE	0.00	3,133.86	
	100-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		1,565.11	
	121-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		25.24	
	309-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		358.58	
	310-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		890.86	
	311-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		61.82	
	312-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		62.31	
	410-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		168.30	
	531-0000-21160	MEDICAL INSURANCE PA...	DENTAL INSURANCE		1.64	
INV0000342	Invoice	03/07/2025	VISION INSURANCE	0.00	530.70	
	402-0000-48011	CITY EMPLOYEE CONTRIB...	VISION INSURANCE		530.70	
SEIU L	SEIU LOCAL 521	03/07/2025	Regular	0.00	1,353.24	56783
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000336	Invoice	03/07/2025	EMPLOYEE CONTRIBUTION	0.00	23.00	
	100-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		10.16	
	309-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		0.98	
	310-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		10.02	
	312-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		0.53	
	410-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		1.31	
INV0000337	Invoice	03/07/2025	EMPLOYEE CONTRIBUTION	0.00	1,330.24	
	100-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		445.04	
	309-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		163.80	
	310-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		641.32	
	311-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		12.98	
	312-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		11.12	
	410-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		48.90	
	531-0000-21185	SEIU LOCAL 521	EMPLOYEE CONTRIBUTION		7.08	
SPOA	SOLEDAD POLICE OFFICERS ASSOCIATION	03/07/2025	Regular	0.00	780.00	56784
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
INV0000340	Invoice	03/07/2025	POLICE OFFICERS CONTRIBUTIONS	0.00	780.00	
	100-0000-21190	SOLEDAD POLICE OFFICE...	POLICE OFFICERS CONTRIBUTIO...		780.00	
STAEDD	STATE OF CALIFORNIA E.D.D.	03/07/2025	Regular	0.00	13,077.04	56785

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		
INV0000345	Invoice	03/07/2025	STATE TAX W/H	0.00	13,077.04	
	100-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		8,392.52	
	121-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		100.40	
	309-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		1,077.96	
	310-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		2,646.09	
	311-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		248.93	
	312-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		140.91	
	410-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		433.75	
	531-0000-21130	STATE TAX PAYABLE	STATE TAX W/H		36.48	
STPERS	STATE OF CALIFORNIA PERS	03/07/2025	Regular	0.00	54,681.93	56786
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
INV0000322	Invoice	03/07/2025	CHIEF & LIEUTENANT	0.00	3,448.01	
	100-0000-21171	PERS	CHIEF & LIEUTENANT		3,448.01	
INV0000323	Invoice	03/07/2025	City of Soledad Conf PEPRA	0.00	295.10	
	100-0000-21171	PERS	City of Soledad Conf PEPRA		147.56	
	309-0000-21171	PERS	City of Soledad Conf PEPRA		59.02	
	310-0000-21171	PERS	City of Soledad Conf PEPRA		59.02	
	311-0000-21171	PERS	City of Soledad Conf PEPRA		29.50	
INV0000324	Invoice	03/07/2025	EMPLOYEE CONTRIBUTION	0.00	10,589.81	
	100-0000-21171	PERS	EMPLOYEE CONTRIBUTION		4,401.48	
	121-0000-21171	PERS	EMPLOYEE CONTRIBUTION		213.71	
	309-0000-21171	PERS	EMPLOYEE CONTRIBUTION		929.83	
	310-0000-21171	PERS	EMPLOYEE CONTRIBUTION		3,765.06	
	311-0000-21171	PERS	EMPLOYEE CONTRIBUTION		324.95	
	312-0000-21171	PERS	EMPLOYEE CONTRIBUTION		149.11	
	410-0000-21171	PERS	EMPLOYEE CONTRIBUTION		739.82	
	531-0000-21171	PERS	EMPLOYEE CONTRIBUTION		65.85	
INV0000325	Invoice	03/07/2025	City of Soledad Regular Empl	0.00	11,053.44	
	100-0000-21171	PERS	City of Soledad Regular Empl		4,619.40	
	121-0000-21171	PERS	City of Soledad Regular Empl		217.03	
	309-0000-21171	PERS	City of Soledad Regular Empl		1,004.19	
	310-0000-21171	PERS	City of Soledad Regular Empl		3,883.32	
	311-0000-21171	PERS	City of Soledad Regular Empl		359.85	
	312-0000-21171	PERS	City of Soledad Regular Empl		151.51	
	410-0000-21171	PERS	City of Soledad Regular Empl		751.27	
	531-0000-21171	PERS	City of Soledad Regular Empl		66.87	
INV0000326	Invoice	03/07/2025	City of Soledad Police	0.00	6,196.51	
	100-0000-21171	PERS	City of Soledad Police		6,196.51	
INV0000327	Invoice	03/07/2025	City of Soledad Conf. Employee	0.00	330.78	
	100-0000-21171	PERS	City of Soledad Conf. Employee		168.65	
	309-0000-21171	PERS	City of Soledad Conf. Employee		81.07	
	310-0000-21171	PERS	City of Soledad Conf. Employee		81.06	
INV0000328	Invoice	03/07/2025	City of Soledad Reg Managers	0.00	527.49	
	100-0000-21171	PERS	City of Soledad Reg Managers		142.41	
	309-0000-21171	PERS	City of Soledad Reg Managers		131.87	
	310-0000-21171	PERS	City of Soledad Reg Managers		131.87	
	311-0000-21171	PERS	City of Soledad Reg Managers		52.75	
	312-0000-21171	PERS	City of Soledad Reg Managers		26.38	
	410-0000-21171	PERS	City of Soledad Reg Managers		42.21	
INV0000329	Invoice	03/07/2025	City of Soledad Managers	0.00	764.87	
	100-0000-21171	PERS	City of Soledad Managers		206.52	
	309-0000-21171	PERS	City of Soledad Managers		191.23	
	310-0000-21171	PERS	City of Soledad Managers		191.23	
	311-0000-21171	PERS	City of Soledad Managers		76.48	

Vendor Number	Vendor Name		Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	312-0000-21171	PERS		City of Soledad Managers		38.24	
	410-0000-21171	PERS		City of Soledad Managers		61.17	
INV0000330	Invoice	03/07/2025	City of Soledad Police		0.00	1,338.15	
	100-0000-21171	PERS		City of Soledad Police		1,338.15	
INV0000331	Invoice	03/07/2025	City of Soledad Police		0.00	2,284.04	
	100-0000-21171	PERS		City of Soledad Police		2,284.04	
INV0000332	Invoice	03/07/2025	City of Soledad Police		0.00	1,355.65	
	100-0000-21171	PERS		City of Soledad Police		1,355.65	
INV0000333	Invoice	03/07/2025	City of Soledad Police		0.00	6,191.97	
	100-0000-21171	PERS		City of Soledad Police		6,191.97	
INV0000334	Invoice	03/07/2025	EMPLOYEE CONTRIBUTION		0.00	4,010.81	
	100-0000-21171	PERS		EMPLOYEE CONTRIBUTION		1,500.72	
	309-0000-21171	PERS		EMPLOYEE CONTRIBUTION		865.97	
	310-0000-21171	PERS		EMPLOYEE CONTRIBUTION		956.69	
	311-0000-21171	PERS		EMPLOYEE CONTRIBUTION		83.93	
	312-0000-21171	PERS		EMPLOYEE CONTRIBUTION		195.97	
	410-0000-21171	PERS		EMPLOYEE CONTRIBUTION		407.53	
INV0000335	Invoice	03/07/2025	City of Soledad Regular Empl		0.00	6,295.30	
	100-0000-21171	PERS		City of Soledad Regular Empl		2,420.57	
	309-0000-21171	PERS		City of Soledad Regular Empl		1,373.27	
	310-0000-21171	PERS		City of Soledad Regular Empl		1,504.73	
	311-0000-21171	PERS		City of Soledad Regular Empl		121.66	
	312-0000-21171	PERS		City of Soledad Regular Empl		284.14	
	410-0000-21171	PERS		City of Soledad Regular Empl		590.93	
	Void		03/07/2025	Regular	0.00	0.00	56787
SUNLIF	SUN LIFE ASSURANCE COMPANY OF CANADA		03/07/2025	Regular	0.00	2,273.99	56788
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**		**Distribution Amount**	
INV0000338	Invoice	03/07/2025	LIFE, AD&D, LTD		0.00	1,894.45	
	100-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		1,028.07	
	121-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		21.08	
	309-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		189.37	
	310-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		452.49	
	311-0000-21150	INSUARNCE PAYABLE		LIFE, AD&D, LTD		42.81	
	312-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		34.68	
	410-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		120.03	
	531-0000-21150	INSURANCE PAYABLE		LIFE, AD&D, LTD		5.92	
INV0000339	Invoice	03/07/2025	SUPPLEMENTAL		0.00	379.54	
	100-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		190.62	
	121-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		3.70	
	309-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		75.80	
	310-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		68.62	
	311-0000-21150	INSUARNCE PAYABLE		SUPPLEMENTAL		10.82	
	312-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		5.89	
	410-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		23.92	
	531-0000-21150	INSURANCE PAYABLE		SUPPLEMENTAL		0.17	
UNIWAY	UNITED WAY MONTEREY COUNTY		03/07/2025	Regular	0.00	2.00	56789
Payable #	**Payable Type**	**Post Date**	**Payable Description**		**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**		**Item Description**		**Distribution Amount**	
INV0000341	Invoice	03/07/2025	UNITED WAY CONTRIBUTIONS		0.00	2.00	
	100-0000-21195	MISC. PAYROLL DEDUCTI...		UNITED WAY CONTRIBUTIONS		0.92	
	311-0000-21195	MISC. PAYROLL DEDUCTI...		UNITED WAY CONTRIBUTIONS		0.10	
	312-0000-21195	MISC. PAYROLL DEDUCTI...		UNITED WAY CONTRIBUTIONS		0.20	
	410-0000-21195	MISC. PAYROLL DEDUCTI...		UNITED WAY CONTRIBUTIONS		0.78	
ACCBUS	ACC BUSINESS		03/08/2025	Regular	0.00	2,471.24	56790

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		
ACCBUS	ACC BUSINESS	03/08/2025	Regular	0.00	2,042.49	56791
250469539	Invoice	03/07/2025	Internet	0.00	2,042.49	
	100-2200-52400	UTILITIES	Internet	2,042.49		
ACCBUS	ACC BUSINESS	03/08/2025	Regular	0.00	1,348.53	56792
250436550	Invoice	03/07/2025	WWTP Internet	0.00	1,348.53	
	310-0000-52410	TELEPHONE/DATA/PAGER	WWTP Internet	1,348.53		
ACCBUS	ACC BUSINESS	03/08/2025	Regular	0.00	1,026.20	56793
250469766	Invoice	03/07/2025	Gateway Internet	0.00	1,026.20	
	100-1200-52400	UTILITIES	Gateway Internet	1,026.20		
AGILEO	AGILE OCCUPATION MEDICINE PC	03/08/2025	Regular	0.00	767.00	56794
EM038928	Invoice	03/07/2025	Pre-Employment Medical	0.00	767.00	
	100-1400-52200	PROFESSIONAL SERVICES...	Pre-Employment Medical	767.00		
ALCANA	ALCANTAR ACE HARDWARE	03/08/2025	Regular	0.00	2,132.93	56795
4714	Invoice	03/07/2025	Rain Boots	0.00	76.46	
	100-2100-52052	SAFETY EQUIPMENT	Rain Boots	76.46		
4833	Invoice	03/07/2025	Power Tool Maint	0.00	39.07	
	100-2100-52525	REPAIRS & MAINTENANCE..	Power Tool Maint	39.07		
4935	Invoice	03/07/2025	Weed Eater Wire	0.00	39.32	
	100-2100-52525	REPAIRS & MAINTENANCE..	Weed Eater Wire	39.32		
4945	Invoice	03/07/2025	Spray Tip	0.00	78.64	
	312-0000-52525	REPAIRS & MAINTENANCE..	Spray Tip	78.64		
4971	Invoice	03/07/2025	Draino Cleaner	0.00	8.29	
	100-2100-52525	REPAIRS & MAINTENANCE..	Draino Cleaner	8.29		
4976	Invoice	03/07/2025	Paintgun Filter	0.00	13.10	
	312-0000-52525	REPAIRS & MAINTENANCE..	Paintgun Filter	13.10		
4988	Invoice	03/07/2025	Spraying Supplies	0.00	258.35	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Spraying Supplies	258.35		
4990	Invoice	03/07/2025	Graber Tool	0.00	26.21	
	100-2100-52525	REPAIRS & MAINTENANCE..	Graber Tool	26.21		
4991	Invoice	03/07/2025	Utility Blades	0.00	3.05	
	100-2100-52525	REPAIRS & MAINTENANCE..	Utility Blades	3.05		
4996	Invoice	03/07/2025	Polymer Station Fish Tape	0.00	98.31	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Polymer Station Fish Tape	98.31		
5026	Invoice	03/07/2025	Buckets - Camera Van	0.00	26.18	
	310-0000-52134	COLLECTION SYSTEM MA...	Buckets - Camera Van	26.18		
5028	Invoice	03/07/2025	General Roper Plant	0.00	43.68	
	310-0000-52051	TOOLS & MINOR EQUIPM...	General Roper Plant	43.68		
5030	Invoice	03/07/2025	Mop Head	0.00	13.10	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2100-52518 FACILITIES EXPENSE		Mop Head		6.55	
	309-0000-52518 FACILITIES EXPENSE		Mop Head		6.55	
5040	Invoice	03/07/2025	UV Station Maintenance	0.00	79.20	
	310-0000-52525 REPAIRS & MAINTENANCE..		UV Station Maintenance		79.20	
5047	Invoice	03/07/2025	Janitorial - Blue Building	0.00	41.79	
	310-0000-52518 FACILITIES EXPENSE		Janitorial - Blue Building		41.79	
5060	Invoice	03/07/2025	FD Hardware	0.00	87.38	
	100-1450-52518 FACILITIES EXPENSE		FD Hardware		87.38	
5073	Invoice	03/07/2025	Coolant	0.00	15.28	
	100-2100-52080 FLEET SERVICES		Coolant		15.28	
5074	Invoice	03/07/2025	Facility Repairs	0.00	6.54	
	100-2200-52518 FACILITIES EXPENSE		Facility Repairs		6.54	
5076	Invoice	03/07/2025	Electrical Repairs	0.00	104.53	
	310-0000-52525 REPAIRS & MAINTENANCE..		Electrical Repairs		104.53	
5095	Invoice	03/07/2025	Claw Bar - Sewer Lids	0.00	32.75	
	310-0000-52134 COLLECTION SYSTEM MA...		Claw Bar - Sewer Lids		32.75	
5110	Invoice	03/07/2025	Facility Repairs	0.00	28.99	
	100-2200-52518 FACILITIES EXPENSE		Facility Repairs		28.99	
5137	Invoice	03/07/2025	Cleaning Supplies	0.00	53.99	
	100-2100-52518 FACILITIES EXPENSE		Cleaning Supplies		27.00	
	309-0000-52518 FACILITIES EXPENSE		Cleaning Supplies		26.99	
5149	Invoice	03/07/2025	Shovel & Raid	0.00	32.75	
	309-0000-52051 TOOLS & MINOR EQUIPM...		Shovel & Raid		32.75	
5151	Invoice	03/07/2025	Replacement Bulbs	0.00	32.74	
	100-8000-52518 FACILITIES EXPENSE		Replacement Bulbs		32.74	
5160	Invoice	03/07/2025	Spray Tip	0.00	39.32	
	312-0000-52525 REPAIRS & MAINTENANCE..		Spray Tip		39.32	
5163	Invoice	03/07/2025	Flag Clip	0.00	4.36	
	100-8000-52518 FACILITIES EXPENSE		Flag Clip		4.36	
5165	Invoice	03/07/2025	FD Hardware	0.00	16.98	
	100-1450-52518 FACILITIES EXPENSE		FD Hardware		16.98	
5166	Invoice	03/07/2025	Extension Cert.	0.00	76.46	
	100-1400-52051 TOOLS & MINOR EQUIPM...		Extension Cert.		76.46	
5198	Invoice	03/07/2025	FD Paint Supplies	0.00	580.51	
	100-1450-52518 FACILITIES EXPENSE		FD Paint Supplies		580.51	
5224	Invoice	03/07/2025	Janitorial - Main Building	0.00	20.95	
	310-0000-52518 FACILITIES EXPENSE		Janitorial - Main Building		20.95	
5234	Invoice	03/07/2025	Janitorial - Mouse Trap	0.00	154.65	
	100-2200-52518 FACILITIES EXPENSE		Janitorial - Mouse Trap		154.65	
	Void	03/08/2025	Regular	0.00	0.00	56796
ALEALL	ALERT-ALL	03/08/2025	Regular	0.00	1,731.62	56797
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
W49467	Invoice	03/07/2025	FD Prevention Materials	0.00	1,731.62	
	100-1450-52045 FIRE PREVENTION		FD Prevention Materials	1,731.62		
RAMOSA	ALEX RAMOS	03/08/2025	Regular	0.00	237.00	56798
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
Account Number	**Account Name**		**Item Description**	**Distribution Amount**		
032225	Invoice	03/07/2025	Public Works Officers Training	0.00	237.00	
	310-0000-52091 TRAVEL, MEETINGS & TRA..		Public Works Officers Training	237.00		
ALLINS	ALLIANT INSURANCE SERVICES, INC-NPB MAIN	03/08/2025	Regular	0.00	344.00	56799

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		
022725	Invoice	03/07/2025	Special Event Insurance Premium Rentals	0.00	344.00	
	100-2200-52200	PROFESSIONAL SERVICES...	Mission Union School	122.00		
	100-2200-52200	PROFESSIONAL SERVICES...	Ester Gonzalez	222.00		
ALPAUT	ALPHA AUTO PARTS & GLASS	03/08/2025	Regular	0.00	833.56	56800
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
532640-B	Invoice	03/07/2025	Windshield Repair	0.00	833.56	
	100-1400-52080	FLEET SERVICES	Windshield Repair	833.56		
AMAZON	AMAZON CAPITAL SERVICES	03/08/2025	Regular	0.00	3,661.18	56801
Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount	
	Account Number	Account Name	Item Description	Distribution Amount		
114X-6QD4-TM9P	Invoice	03/07/2025	Compost Bags for Facility	0.00	83.85	
	100-2200-52518	FACILITIES EXPENSE	Compost Bags for Facility	83.85		
13TG-VR4W-V96D	Invoice	03/07/2025	VA Supplies	0.00	124.54	
	100-3100-52200	PROFESSIONAL SERVICES...	VA Supplies	124.54		
14TH-H16D-CG7D	Invoice	03/07/2025	Carburetor Air Filter	0.00	62.25	
	100-2100-52525	REPAIRS & MAINTENANCE..	Carburetor Air Filter	62.25		
163Q-CM4T-9X...	Invoice	03/07/2025	Storage - Planning Comm Supplies	0.00	22.45	
	100-1200-52040	OFFICE SUPPLIES	Storage - Planning Comm Suppli...	22.45		
1CXK-MP49-Q4...	Invoice	03/07/2025	Carabiner Restock - WWTP	0.00	99.39	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Carabiner Restock - WWTP	99.39		
1DHK-DF49-CCM6	Invoice	03/07/2025	Charging Cables	0.00	72.46	
	100-1400-52050	PROPERTY EVIDENCE RO...	Charging Cables	72.46		
1DW3-KPL4-FDQL	Invoice	03/07/2025	Cabinet - Equipment	0.00	183.53	
	100-1400-52051	TOOLS & MINOR EQUIPM...	Cabinet - Equipment	183.53		
1FWP-749R-T61W	Invoice	03/07/2025	Janitor Closet Storage Power Cords	0.00	110.34	
	100-2200-52518	FACILITIES EXPENSE	Janitor Closet Storage Power Co...	110.34		
1GW3-W619-9M...	Invoice	03/07/2025	File Organizer	0.00	23.13	
	100-1500-52040	OFFICE SUPPLIES	File Organizer	23.13		
1HCD-T6FK-H7YX	Invoice	03/07/2025	FD Ops Supplies	0.00	160.41	
	100-1450-52041	OPERATIONAL SUPPLIES	FD Ops Supplies	160.41		
1KNR-WPG1-C36J	Invoice	03/07/2025	FD Flammable Liquid Storage Locker	0.00	1,658.43	
	100-3200-52051	TOOLS & MINOR EQUIPM...	FD Flammable Liquid Storage Lo...	1,658.43		
1LCT-WXJ4-CP39	Invoice	03/07/2025	SD Card Reader	0.00	32.76	
	100-1400-57100	CAPITAL OUTLAY - COMP...	SD Card Reader	32.76		
1N3C-RMXG-9P...	Invoice	03/07/2025	Bulletin & Fitness Storage	0.00	396.66	
	100-2200-52518	FACILITIES EXPENSE	Bulletin & Fitness Storage	396.66		
1NKY-7WLT-DH61	Invoice	03/07/2025	Storage	0.00	150.57	
	100-1250-52040	OFFICE SUPPLIES	Storage	150.57		
1PNR-1JL3-PK3Q	Invoice	03/07/2025	FD Supplies	0.00	149.52	
	100-1450-52051	TOOLS & MINOR EQUIPM...	FD Supplies	149.52		
1RVX-3JQV-C76W	Invoice	03/07/2025	Earbuds	0.00	10.91	
	100-1200-52040	OFFICE SUPPLIES	Earbuds	10.91		
1RWD-4MKL-CN4L	Invoice	03/07/2025	Office Supplies	0.00	140.45	
	100-2200-52040	OFFICE SUPPLIES	Office Supplies	140.45		
1RYM-KKLL-JX7F	Invoice	03/07/2025	VA - Table Cloths	0.00	32.76	
	100-3100-52200	PROFESSIONAL SERVICES...	VA - Table Cloths	32.76		
1VLV-G1RN-CH9Y	Invoice	03/07/2025	Cable Floor Strip	0.00	58.31	
	100-1500-52040	OFFICE SUPPLIES	Cable Floor Strip	58.31		
1XM3-G61L-PYQN	Invoice	03/07/2025	Office Supplies & Batteries	0.00	88.46	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2200-52040 OFFICE SUPPLIES		Office Supplies & Batteries		69.30	
	100-2200-52518 FACILITIES EXPENSE		Office Supplies & Batteries		19.16	
AMESUP	AMERICAN SUPPLY COMPANY	03/08/2025	Regular	0.00	221.66	56802
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
3054501	Invoice	03/07/2025	Cleaning Supplies	0.00	105.75	
	100-8000-52518	FACILITIES EXPENSE	Cleaning Supplies	105.75		
3054503	Invoice	03/07/2025	Cleaning Supplies	0.00	115.91	
	100-1400-52518	FACILITIES EXPENSE	Cleaning Supplies	115.91		
CARRIL	ANDRE CARRILLO	03/08/2025	Regular	0.00	607.64	56803
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
032825	Invoice	03/07/2025	Trainning - Leaders. & ACCNT/Assertive Su...	0.00	607.64	
	100-1400-52091	TRAVEL, MEETINGS & TRA..	Leadership & ACCNT/Assertive S...	607.64		
ANIMAL	ANIMAL DAMAGE MANAGEMENT, INC.	03/08/2025	Regular	0.00	200.00	56804
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
383483	Invoice	03/07/2025	Rodent Control	0.00	200.00	
	100-2100-52518	FACILITIES EXPENSE	Rodent Control	200.00		
APPRAISAL	APPRAISAL ASSOCIATES OF MONTEREY COUNT	03/08/2025	Regular	0.00	500.00	56805
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
25-40	Invoice	03/07/2025	558 Mora Dr. Appraisal	0.00	500.00	
	100-1200-52200	PROFESSIONAL SERVICES...	558 Mora Dr. Appraisal	500.00		
AUTOZO	AUTOZONE LLC	03/08/2025	Regular	0.00	1,547.87	56806
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
05509847995	Invoice	03/07/2025	Battery	0.00	230.36	
	100-1400-52080	FLEET SERVICES	Battery	230.36		
05509851072	Invoice	03/07/2025	Water Pump & Gasket	0.00	152.23	
	100-1400-52080	FLEET SERVICES	Water Pump & Gasket	152.23		
05509851148	Invoice	03/07/2025	Ignition Coils & Spark Plug	0.00	272.73	
	100-1400-52080	FLEET SERVICES	Ignition Coils & Spark Plug	272.73		
05509851422	Invoice	03/07/2025	Drive Belt Tensioner	0.00	101.12	
	100-1400-52080	FLEET SERVICES	Drive Belt Tensioner	101.12		
05509851510	Invoice	03/07/2025	Harmonic Balancer	0.00	78.99	
	100-1400-52080	FLEET SERVICES	Harmonic Balancer	78.99		
05509851839	Invoice	03/07/2025	Intake Gasket	0.00	57.63	
	100-1400-52080	FLEET SERVICES	Intake Gasket	57.63		
05509851902	Invoice	03/07/2025	Coolant Bottle	0.00	90.25	
	100-1400-52080	FLEET SERVICES	Coolant Bottle	90.25		
05509852277	Invoice	03/07/2025	Tool Rental	0.00	79.76	
	100-1400-52080	FLEET SERVICES	Tool Rental	79.76		
05509852278	Invoice	03/07/2025	Brake Rotor	0.00	167.45	
	100-1400-52080	FLEET SERVICES	Brake Rotor	167.45		
05509852309	Credit Memo	03/07/2025	Brake Rotor Return	0.00	-167.45	
	100-1400-52080	FLEET SERVICES	Brake Rotor Return	-167.45		
05509852316	Invoice	03/07/2025	Brake Rotors	0.00	167.45	
	100-1400-52080	FLEET SERVICES	Brake Rotors	167.45		
05509852465	Invoice	03/07/2025	Battery	0.00	165.11	
	100-1400-52080	FLEET SERVICES	Battery	165.11		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
05509854277	Invoice	03/07/2025	Starter	0.00	140.28	
	100-1400-52080	FLEET SERVICES	Starter		140.28	
05509854314	Invoice	03/07/2025	Starter	0.00	152.24	
	100-1400-52080	FLEET SERVICES	Starter		152.24	
05509854315	Credit Memo	03/07/2025	Credit	0.00	-140.28	
	100-1400-52080	FLEET SERVICES	Credit		-140.28	
BADGER	BADGER METER, INC.	03/08/2025	Regular	0.00	1,374.72	56807
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
80187442	Invoice	03/07/2025	Cellular Signal	0.00	1,374.72	
	309-0000-52521	METER REPAIR/REPLACE...	Cellular Signal		1,374.72	
BFSLAN	BFS LANDSCAPE ARCHITECTS	03/08/2025	Regular	0.00	900.00	56808
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
24045.01	Invoice	03/07/2025	Park Standards	0.00	900.00	
	100-2200-52200	PROFESSIONAL SERVICES...	Park Standards		900.00	
ACTIVA	BLUE AND GRAY LLC	03/08/2025	Regular	0.00	749.00	56809
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
1710	Invoice	03/07/2025	PD Canopy	0.00	749.00	
	100-1400-52051	TOOLS & MINOR EQUIPM...	PD Canopy		749.00	
CAPIO	CALIFORNIA ASSOCIATION OF PUBLIC INFORMA	03/08/2025	Regular	0.00	30.00	56810
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
23386	Invoice	03/07/2025	Webinar Registration	0.00	30.00	
	100-2400-52200	PROFESSIONAL SERVICES...	Webinar Registration		30.00	
JAMESC	CARLA JAMES	03/08/2025	Regular	0.00	65.00	56811
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
030325	Invoice	03/07/2025	CWEA Reimbursement	0.00	65.00	
	309-0000-52091	TRAVEL, MEETINGS & TRA...	CWEA Reimbursement		65.00	
CAROLL	CAROLLO ENGINEERS, INC.	03/08/2025	Regular	0.00	163,888.35	56812
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
FB62352 - 4	Invoice	03/07/2025	Main St. Sewer Pipeline Replacement	0.00	2,799.00	
	310-0000-57000	CAPITAL OUTLAY - IMPR...	Main St. Sewer Pipeline Replac...		2,799.00	
FB62467 - 14	Invoice	03/07/2025	Recycled Water Conveyance	0.00	161,089.35	
	213-0000-52200	PROFESSIONAL SERVICES...	Recycled Water Conveyance		161,089.35	
CINTAS	CINTAS CORPORATION NO. 3	03/08/2025	Regular	0.00	903.22	56813
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
4222061108	Invoice	03/07/2025	Parks/Streets Uniforms	0.00	94.51	
	100-1400-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		7.17	
	100-1500-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		2.32	
	100-2100-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		45.88	
	311-0000-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		0.79	
	312-0000-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		8.66	
	410-0000-52520	MAINTENANCE AGREEM...	Parks/Streets Uniforms		29.69	
4222061146	Invoice	03/07/2025	WW/Water Uniforms	0.00	360.91	
	309-0000-52520	MAINTENANCE AGREEM...	WW/Water Uniforms		64.57	
	310-0000-52520	MAINTENANCE AGREEM...	WW/Water Uniforms		296.34	
4222787293	Invoice	03/07/2025	Parks/Streets Uniforms	0.00	94.94	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1400-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		7.20	
	100-1500-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		2.33	
	100-2100-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		46.09	
	311-0000-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		0.79	
	312-0000-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		8.70	
	410-0000-52520 MAINTENANCE AGREEM...		Parks/Streets Uniforms		29.83	
4222787467	Invoice	03/07/2025	WW/Water Uniforms	0.00	352.86	
	309-0000-52520 MAINTENANCE AGREEM...		WW/Water Uniforms		68.70	
	310-0000-52520 MAINTENANCE AGREEM...		WW/Water Uniforms		284.16	
CISO	CITY OF SOLEDAD	03/08/2025	Regular	0.00	15,509.18	56814
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
021525	Invoice	03/07/2025	City of Soledad Water Invoices	0.00	15,509.18	
	100-1200-52400	UTILITIES	City of Soledad Water Invoices		222.53	
	100-1400-52400	UTILITIES	City of Soledad Water Invoices		446.84	
	100-1450-52400	UTILITIES	City of Soledad Water Invoices		213.22	
	100-2100-52400	UTILITIES	City of Soledad Water Invoices		5,570.31	
	100-2200-52400	UTILITIES	City of Soledad Water Invoices		388.30	
	100-8000-52400	UTILITIES	City of Soledad Water Invoices		792.28	
	410-0000-52400	UTILITIES	City of Soledad Water Invoices		2,022.68	
	410-0000-52400	UTILITIES	City of Soledad Water Invoices		340.90	
	647-0000-52430	PARK WATER CHARGES	City of Soledad Water Invoices		152.41	
	647-0000-52431	PARKWAY WATER CHARG...	City of Soledad Water Invoices		546.45	
	650-0000-52430	PARK WATER CHARGES	City of Soledad Water Invoices		2,114.59	
	651-0000-52516	LANDSCAPE MAINT. (EAS...	City of Soledad Water Invoices		2,698.67	
COMOEM	COUNTY OF MONTEREY DEPT OF EMERGENCY (	03/08/2025	Regular	0.00	135,567.00	56815
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
FY 2024/25	Invoice	03/07/2025	911 Fees	0.00	135,567.00	
	100-1400-52065	911 DISPATCH FEES	911 Fees		135,567.00	
COMOSH	COUNTY OF MONTEREY SHERIFF-CORONER	03/08/2025	Regular	0.00	17,823.83	56816
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
2844	Invoice	03/07/2025	CJIS Software	0.00	17,823.83	
	100-1400-52520	MAINTENANCE AGREEM...	CJIS Software		17,823.83	
CSG CO	CSG CONSULTANTS, INC.	03/08/2025	Regular	0.00	17,170.50	56817
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
59934	Invoice	03/07/2025	Bldg Services	0.00	8,274.50	
	100-1250-52200	PROFESSIONAL SERVICES...	Bldg Services		8,274.50	
60185	Invoice	03/07/2025	Invoice Allocations	0.00	8,896.00	
	100-1250-52200	PROFESSIONAL SERVICES...	General		1,966.00	
	120-0000-52200	PROFESSIONAL SERVICES...	Panda Express		1,342.50	
	120-0000-52200	PROFESSIONAL SERVICES...	976 Los Coches		803.50	
	120-0000-52200	PROFESSIONAL SERVICES...	Miravale B		3,966.50	
	120-0000-52200	PROFESSIONAL SERVICES...	Quick Quack		817.50	
GUERR	DAMIAN GUERRERO	03/08/2025	Regular	0.00	2,800.00	56818
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
222	Invoice	03/07/2025	Trash / Debris Removal	0.00	1,300.00	
	121-0000-52200	PROFESSIONAL SERVICES...	Trash / Debris Removal		1,300.00	
223	Invoice	03/07/2025	Trash / Debris Removal	0.00	1,500.00	
	121-0000-52200	PROFESSIONAL SERVICES...	Trash / Debris Removal		1,500.00	
DATA	DATAFLOW BUSINESS SYSTEMS, INC.	03/08/2025	Regular	0.00	821.52	56819

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		
414701	Invoice	03/07/2025	C.H. Copier	0.00	12.50	
	100-8000-52520	MAINTENANCE AGREEM...	C.H. Copier	12.50		
414806	Invoice	03/07/2025	C.H. Copier	0.00	492.48	
	100-8000-52520	MAINTENANCE AGREEM...	CH Copier	492.48		
415383	Invoice	03/07/2025	P.D. Copier	0.00	316.54	
	100-1400-52520	MAINTENANCE AGREEM...	P.D. Copier	316.54		
DEPJUS	DEPARTMENT OF JUSTICE-STATE OF CA.	03/08/2025	Regular	0.00	290.00	56820
794534	Invoice	03/07/2025	Live Scan Fees	0.00	290.00	
	100-1400-52200	PROFESSIONAL SERVICES...	Live Scan Fees	290.00		
E&MELE	E&M ELECTRIC AND MACHINERY, INC.	03/08/2025	Regular	0.00	19,070.00	56821
455955	Invoice	03/07/2025	WW/Water SCADA License Renewal	0.00	19,070.00	
	309-0000-52520	MAINTENANCE AGREEM...	Water SCADA License Renewal	9,535.00		
	310-0000-52520	MAINTENANCE AGREEM...	WW SCADA License Renewal	9,535.00		
EDGES	EDGES ELECTRICAL GROUP, LLC	03/08/2025	Regular	0.00	823.59	56822
S6369473.001	Invoice	03/07/2025	Toolkit - Replacement	0.00	435.91	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Toolkit - Replacement	435.91		
S6369526.001	Invoice	03/07/2025	PVC Heating Tool	0.00	387.68	
	309-0000-52051	TOOLS & MINOR EQUIPM...	PVC Heating Tool	193.84		
	310-0000-52051	TOOLS & MINOR EQUIPM...	PVC Heating Tool	193.84		
ELCAMI	EL CAMINO ELECTRIC, INC.	03/08/2025	Regular	0.00	7,660.34	56823
7124	Invoice	03/07/2025	Hallway Lights @ City Hall	0.00	2,582.06	
	100-8000-52518	FACILITIES EXPENSE	Hallway Lights @ City Hall	2,582.06		
7131	Invoice	03/07/2025	Street Light Repairs	0.00	2,531.12	
	651-0000-52422	STREET LIGHTING	Street Light Repairs	2,531.12		
7134	Invoice	03/07/2025	Electrical and Conduit	0.00	2,547.16	
	100-1500-52518	FACILITIES EXPENSE	Electrical and Conduit	2,547.16		
EMCPLA	EMC PLANNING GROUP INC.	03/08/2025	Regular	0.00	6,325.00	56824
24-110-8	Invoice	03/07/2025	Almond Acres	0.00	6,325.00	
	120-0000-52200	PROFESSIONAL SERVICES...	Almond Acres	6,325.00		
EDIS	EMPLOYER DRIVEN INSURANCE SERVICES	03/08/2025	Regular	0.00	25,548.99	56825
358620-0	Invoice	03/07/2025	Medical Dental Admin Fees	0.00	25,548.99	
	402-1300-51238	MEDICAL, DENTAL & RX C...	Medical Dental Admin Fees	25,548.99		
EVERBA	EVERBANK, N.A.	03/08/2025	Regular	0.00	156.48	56826
10300257	Invoice	03/07/2025	C.H. Copier Lease	0.00	156.48	
	100-8000-52230	LEASE CONTRACTS	C.H. Copier Lease	156.48		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
FEDPAS	FEDEX	03/08/2025	Regular	0.00	25.62	56827

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
8-784-10758	Invoice	03/07/2025	Shipping - KSB Inc.	0.00	25.62
	310-0000-52042	POSTAGE, SHIPPING & FR...	Shipping - KSB Inc.	25.62	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
FERGUSONUS	FERGUSON US HOLDINGS, INC	03/08/2025	Regular	0.00	1,442.68	56828

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
1883846	Invoice	03/07/2025	Storm Drain Covers	0.00	1,442.68
	310-0000-52134	COLLECTION SYSTEM MA...	Storm Drain Covers	1,442.68	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GRAINE	GRAINGER	03/08/2025	Regular	0.00	370.98	56829

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
9417479400	Invoice	03/07/2025	Eye Wash Restock Safety	0.00	285.99
	310-0000-52052	SAFETY EQUIPMENT	Eye Wash Restock Safety	285.99	
9420955966	Invoice	03/07/2025	Notice Sign - B. Building Office	0.00	12.11
	310-0000-52052	SAFETY EQUIPMENT	Notice Sign - B. Building Office	12.11	
9423541524	Invoice	03/07/2025	Warning Sign - Plant	0.00	72.88
	310-0000-52052	SAFETY EQUIPMENT	Warning Sign - Plant	72.88	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GREENR	GREEN RUBBER-KENNEDY AG	03/08/2025	Regular	0.00	327.37	56830

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
G-432190	Invoice	03/07/2025	4" Trash Pump	0.00	327.37
	310-0000-52525	REPAIRS & MAINTENANCE..	4" Trash Pump	327.37	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GRETOW	GREENFIELD TOWING	03/08/2025	Regular	0.00	180.00	56831

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
7042	Invoice	03/07/2025	Tow	0.00	180.00
	100-1400-52200	PROFESSIONAL SERVICES...	Tow	180.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GREENS	GREEN'S ACCOUNTING	03/08/2025	Regular	0.00	12,311.71	56832

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
021025	Invoice	03/07/2025	Finance Services Dec 2024	0.00	12,311.71
	100-1300-52200	PROFESSIONAL SERVICES...	Finance Services Dec 2024	2,747.25	
	100-8000-52042	POSTAGE, SHIPPING & FR...	Finance Services Dec 2024	101.71	
	309-0000-52200	PROFESSIONAL SERVICES...	Finance Services Dec 2024	2,747.25	
	310-0000-52200	PROFESSIONAL SERVICES...	Finance Services Dec 2024	2,747.25	
	311-0000-52200	PROFESSIONAL SERVICES...	Finance Services Dec 2024	2,747.25	
	410-0000-52200	PROFESSIONAL SERVICES...	Finance Services Dec 2024	1,221.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
GREENS	GREEN'S ACCOUNTING	03/08/2025	Regular	0.00	15,552.26	56833

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
02102025	Invoice	03/07/2025	Finance Services Jan 2025	0.00	15,552.26
	100-1300-52200	PROFESSIONAL SERVICES...	Finance Services Jan 2025	3,442.50	
	100-8000-52042	POSTAGE, SHIPPING & FR...	Finance Services Jan 2025	252.26	
	309-0000-52200	PROFESSIONAL SERVICES...	Finance Services Jan 2025	3,442.50	
	310-0000-52200	PROFESSIONAL SERVICES...	Finance Services Jan 2025	3,442.50	
	311-0000-52200	PROFESSIONAL SERVICES...	Finance Services Jan 2025	3,442.50	
	410-0000-52200	PROFESSIONAL SERVICES...	Finance Services Jan 2025	1,530.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
BOBMURRY	GVP VENTURES, INC	03/08/2025	Regular	0.00	3,218.75	56834

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		
HILINE	HI-LINE ELECTRIC COMPANY, INC.	03/08/2025	Regular	0.00	413.17	56835
3002438	Invoice	03/07/2025	Shop Tools Restock	0.00	413.17	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Shop Tools Restock	413.17		
HOMEDE	HOME DEPOT CREDIT SERVICES	03/08/2025	Regular	0.00	2,342.25	56836
022125	Invoice	03/07/2025	Credit Card Purchases	0.00	2,342.25	
	310-0000-52051	TOOLS & MINOR EQUIPM...	Garage Shelving	2,135.84		
	647-0000-52522	PARK MAINTENANCE	Outdoor Controller	92.83		
	647-0000-52522	PARK MAINTENANCE	Two Sided Orange Flags	10.38		
	650-0000-52519	MAINTENANCE	Outdoor Controller	92.83		
	650-0000-52519	MAINTENANCE	Two Sided Orange Flags	10.37		
VASQUEZ SHOT	HUGO AGUAYO VASQUEZ MBR	03/08/2025	Regular	0.00	1,600.20	56837
021925	Invoice	03/07/2025	Karate Instructor FEB	0.00	1,600.20	
	100-2200-52200	PROFESSIONAL SERVICES...	Karate Instructor FEB	1,600.20		
KCRADIATOR	HUMBERTO ARENAS	03/08/2025	Regular	0.00	125.00	56838
20188	Invoice	03/07/2025	Radiator Repair	0.00	125.00	
	100-2100-52525	REPAIRS & MAINTENANCE..	Radiator Repair	125.00		
HYDROT	HYDRO TURF INC.	03/08/2025	Regular	0.00	582.30	56839
1799284	Invoice	03/07/2025	Reclaimed I-20	0.00	582.30	
	650-0000-52421	PARK/LANDSCAPE ELECTR...	Reclaimed I-20	582.30		
BARRON	IVAN BARRON	03/08/2025	Regular	0.00	272.50	56840
031525	Invoice	03/07/2025	WQI Waste Water Review	0.00	272.50	
	310-0000-52091	TRAVEL, MEETINGS & TRA...	WQI Waste Water Review	272.50		
LUCKENBACHJ	JASON LUCKENBACH	03/08/2025	Regular	0.00	56.25	56841
031125	Invoice	03/07/2025	Ladder Truck Install Meeting	0.00	56.25	
	100-1450-52091	TRAVEL, MEETINGS & TRA...	Ladder Truck Install Meeting	56.25		
POTTS	JESSICA POTTS	03/08/2025	Regular	0.00	543.40	56842
030325	Invoice	03/07/2025	Conference Travel	0.00	543.40	
	100-2200-52091	TRAVEL, MEETINGS & TRA...	Conference Travel	543.40		
ESCARS	JOE ESCARSEGA	03/08/2025	Regular	0.00	767.00	56843

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**		
	032825	Invoice	03/07/2025	Trainning - Module 1 Academy - Code Enfo...	0.00	767.00	
		100-1400-52091	TRAVEL, MEETINGS & TRA...	Trainning - Module 1 Academy -...	767.00		
JUANSA	JUAN SANTIAGO		03/08/2025	Regular	0.00	171.68	56844
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	030425	Invoice	03/07/2025	Reimbusement for Hotel	0.00	171.68	
		100-1400-52091	TRAVEL, MEETINGS & TRA...	Reimbusement for Hotel	171.68		
CENSIG	JULIO GIL		03/08/2025	Regular	0.00	797.33	56845
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	7352	Invoice	03/07/2025	Acrylic Board	0.00	764.55	
		100-1400-52040	OFFICE SUPPLIES	Acrylic Board	764.55		
	7381	Invoice	03/07/2025	Vehicle Decals	0.00	32.78	
		100-1400-52080	FLEET SERVICES	Vehicle Decals	32.78		
FAISAF	JUSTIN HILL		03/08/2025	Regular	0.00	698.86	56846
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	13996	Invoice	03/07/2025	FD Ladder Testing	0.00	698.86	
		100-1450-52520	MAINTENANCE AGREEM...	FD Ladder Testing	698.86		
KELLYP	K.P. PRODUCTIONS, INC		03/08/2025	Regular	0.00	300.00	56847
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	031125	Invoice	03/07/2025	Musician - Senior Social	0.00	300.00	
		100-2200-52200	PROFESSIONAL SERVICES...	Musician - Senior Social	300.00		
KSB	KSB, INC.		03/08/2025	Regular	0.00	4,164.48	56848
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	I20000035836	Invoice	03/07/2025	Pump Repairs	0.00	4,164.48	
		310-0000-52525	REPAIRS & MAINTENANCE..	Pump Repairs	4,164.48		
LCACTI	L.C. ACTION POLICE SUPPLY, LTD.		03/08/2025	Regular	0.00	995.79	56849
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	473814	Invoice	03/07/2025	Armory Supplies	0.00	995.79	
		100-1400-52043	AMMUNITION/WEAPON ...	Armory Supplies	995.79		
LNCURT	L.N. CURTIS & SON		03/08/2025	Regular	0.00	456.67	56850
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	INV916733	Invoice	03/07/2025	FD Gas Monitor	0.00	456.67	
		100-3200-52051	TOOLS & MINOR EQUIPM...	FD Gas Monitor	456.67		
LAWPRO	LAWSON PRODUCTS		03/08/2025	Regular	0.00	446.50	56851
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
	9312251552	Invoice	03/07/2025	Gloves - Restock	0.00	446.50	
		310-0000-52052	SAFETY EQUIPMENT	Gloves - Restock	446.50		
MADRID OLGUIN	MANUEL MADRID-OLGUIN		03/08/2025	Regular	0.00	237.75	56852

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		
030325	Invoice	03/07/2025	Conference Reimbursement	0.00	237.75	
	100-2200-52091	TRAVEL, MEETINGS & TRA...	Conference Reimbursement	237.75		
VILLMA	MARIA VILLAGOMEZ	03/08/2025	Regular	0.00	473.00	56853
030725	Invoice	03/07/2025	CAPE 2025 Training Seminar	0.00	473.00	
	100-1400-52091	TRAVEL, MEETINGS & TRA...	CAPE 2025 Training Seminar	473.00		
VARGAM	MARIO VARGAS	03/08/2025	Regular	0.00	386.60	56854
030725	Invoice	03/07/2025	Training - A.R.I.D.E.	0.00	386.60	
	100-1400-52091	TRAVEL, MEETINGS & TRA...	Training - A.R.I.D.E.	386.60		
MCCROM	MCCROMETER INC	03/08/2025	Regular	0.00	179.54	56855
615101	Invoice	03/07/2025	Well #11 Signal Wire Box	0.00	179.54	
	309-0000-52533	WELL MAINTENANCE PR...	Well #11 Signal Wire Box	179.54		
MNS	MNS ENGINEERS, INC	03/08/2025	Regular	0.00	29,406.57	56856
88901	Invoice	03/07/2025	UCDR Grant Admin	0.00	1,620.00	
	213-0000-52200	PROFESSIONAL SERVICES...	UCDR Grant Admin	1,620.00		
88947	Invoice	03/07/2025	Grant Writing BRIC	0.00	15,234.07	
	310-0000-57000	CAPITAL OUTLAY - IMPR...	Grant Writing BRIC	15,234.07		
88964	Invoice	03/07/2025	West St. Rd Diet Proj.	0.00	12,552.50	
	410-0000-57000	CAPITAL OUTLAY - IMPR...	West St. Rd Diet Proj.	12,552.50		
MONTPE	MONTEREY PENINSULA ENGINEERING	03/08/2025	Regular	0.00	404,454.34	56857
01-20	Invoice	03/07/2025	Site Work Fire Station	0.00	266,540.45	
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Site Work Fire Station	266,540.45		
01-29	Invoice	03/07/2025	Construction Front St. Resolution 6081	0.00	137,913.89	
	412-0000-57000	CAPITAL OUTLAY - IMPR...	Construction Front St. Resolution..	137,913.89		
MOTEL6	MOTEL 6	03/08/2025	Regular	0.00	31,358.00	56858
9436ACB104	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB106	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB108	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB110	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB112	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB114	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190	RENT/UTILITY ASSISTANCE	Motel Voucher	3,919.75		
9436ACB116	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	121-0000-52190 RENT/UTILITY ASSISTANCE		Motel Voucher		3,919.75	
9436ACB118	Invoice	03/07/2025	Motel Voucher	0.00	3,919.75	
	121-0000-52190 RENT/UTILITY ASSISTANCE		Motel Voucher		3,919.75	
MOTIND	MOTION INDUSTRIES, INC.	03/08/2025	Regular	0.00	1,765.04	56859
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
CA19-00795866	Invoice	03/07/2025	Headworks Gear Adapter	0.00	1,765.04	
	310-0000-52525	REPAIRS & MAINTENANCE..	Headworks Gear Adapter		1,765.04	
MOTORO	MOTOROLA SOLUTIONS, INC.	03/08/2025	Regular	0.00	11,607.81	56860
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
33279	Invoice	03/07/2025	Radio Lease	0.00	11,607.81	
	100-1400-52230	LEASE CONTRACTS	Radio Lease		11,607.81	
MPEXPR	MP EXPRESS, INC.	03/08/2025	Regular	0.00	149.02	56861
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
76880	Invoice	03/07/2025	Business Cards	0.00	149.02	
	100-1400-52200	PROFESSIONAL SERVICES...	Business Cards		149.02	
YASIN	MUSTAFA YASIN	03/08/2025	Regular	0.00	777.30	56862
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
030625	Invoice	03/07/2025	Trainning - Drug Recognition Expert Week 1	0.00	777.30	
	100-1400-52091	TRAVEL, MEETINGS & TRA..	Trainning - Drug Recognition Ex...		777.30	
OREAUT	O'REILLY AUTO PARTS	03/08/2025	Regular	0.00	3,094.73	56863
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
3566-233392	Invoice	03/07/2025	Suspension Parts	0.00	118.30	
	100-1400-52080	FLEET SERVICES	Suspension Parts		118.30	
3566-234913	Invoice	03/07/2025	Emergency Generator - Antifreeze	0.00	209.63	
	310-0000-52525	REPAIRS & MAINTENANCE..	Emergency Generator - Antifree...		209.63	
3566-235041	Invoice	03/07/2025	Timing Chain	0.00	233.38	
	100-1400-52080	FLEET SERVICES	Timing Chain		233.38	
3566-235052	Invoice	03/07/2025	Rental Tool	0.00	109.23	
	100-1400-52080	FLEET SERVICES	Rental Tool		109.23	
3566-235099	Invoice	03/07/2025	Gasket Sealant	0.00	35.38	
	100-1400-52080	FLEET SERVICES	Gasket Sealant		35.38	
3566-235175	Credit Memo	03/07/2025	Credit	0.00	-184.94	
	100-1400-52080	FLEET SERVICES	Credit		-184.94	
3566-235176	Invoice	03/07/2025	Rental Tool	0.00	109.24	
	100-1400-52080	FLEET SERVICES	Rental Tool		109.24	
3566-235200	Invoice	03/07/2025	Emergency Generator - Antifreeze	0.00	209.63	
	310-0000-52525	REPAIRS & MAINTENANCE..	Emergency Generator - Antifree...		209.63	
3566-235205	Invoice	03/07/2025	Filters - Restock	0.00	256.28	
	310-0000-52525	REPAIRS & MAINTENANCE..	Filters - Restock		256.28	
3566-235206	Invoice	03/07/2025	Filters - Restock	0.00	256.28	
	310-0000-52525	REPAIRS & MAINTENANCE..	Filters - Restock		256.28	
3566-235217	Invoice	03/07/2025	Emergency Generator - Antifreeze	0.00	419.26	
	310-0000-52525	REPAIRS & MAINTENANCE..	Emergency Generator - Antifree...		419.26	
3566-235293	Invoice	03/07/2025	Timing Sprockets	0.00	900.61	
	100-1400-52080	FLEET SERVICES	Timing Sprockets		900.61	
3566-235413	Invoice	03/07/2025	Fuel Clip	0.00	11.97	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-1400-52080 FLEET SERVICES		Fuel Clip		11.97	
3566-235437	Invoice	03/07/2025	Transmission Fluid	0.00	103.73	
	100-1400-52080 FLEET SERVICES		Transmission Fluid		103.73	
3566-235846	Invoice	03/07/2025	Antifreeze	0.00	192.16	
	309-0000-52533 WELL MAINTENANCE PR...		Antifreeze		192.16	
3566-236049	Credit Memo	03/07/2025	Credit	0.00	-109.24	
	100-1400-52080 FLEET SERVICES		Credit		-109.24	
3566-236124	Invoice	03/07/2025	Gloves	0.00	28.01	
	100-1400-52080 FLEET SERVICES		Gloves		28.01	
3566-236131	Credit Memo	03/07/2025	Radiator Test Rental	0.00	-203.18	
	100-2100-52525 REPAIRS & MAINTENANCE..		Radiator Test Rental		-203.18	
3566-236187	Invoice	03/07/2025	Oil Change	0.00	167.90	
	310-0000-52525 REPAIRS & MAINTENANCE..		Oil Change		167.90	
3566-236188	Invoice	03/07/2025	Shop Welder Battery	0.00	145.35	
	310-0000-52080 FLEET SERVICES		Shop Welder Battery & Supplies		21.83	
	310-0000-52525 REPAIRS & MAINTENANCE..		Shop Welder Battery & Supplies		123.52	
3566-236226	Invoice	03/07/2025	UV Hydraulic Filters	0.00	18.07	
	310-0000-52525 REPAIRS & MAINTENANCE..		UV Hydraulic Filters		18.07	
3566-236815	Invoice	03/07/2025	Dump Truck	0.00	67.68	
	310-0000-52525 REPAIRS & MAINTENANCE..		Dump Truck		67.68	
P.G.E.	PACIFIC GAS & ELECTRIC	03/08/2025	Regular	0.00	65,002.74	56864
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
021325E	Invoice	03/07/2025	Utilities	0.00	6,559.96	
	100-2100-52400	UTILITIES	Utilities		824.13	
	100-8000-52400	UTILITIES	Utilities		5,384.10	
	410-0000-52400	UTILITIES	Utilities		351.73	
021425	Invoice	03/07/2025	Signals	0.00	15.00	
	410-0000-52400	UTILITIES	Signals		15.00	
021425B	Invoice	03/07/2025	Water	0.00	11,803.10	
	309-0000-52400	UTILITIES	Water		11,803.10	
021425C	Invoice	03/07/2025	255 Soledad	0.00	1,147.93	
	100-1400-52400	UTILITIES	255 Soledad		1,147.93	
021425D	Invoice	03/07/2025	Lights	0.00	122.69	
	410-0000-52400	UTILITIES	Lights		122.69	
021925	Invoice	03/07/2025	RSV Assessment Dist	0.00	17.49	
	647-0000-52422	STREET LIGHTING	RSV Assessment Dist		17.49	
021925B	Invoice	03/07/2025	Lights	0.00	3,156.01	
	410-0000-52400	UTILITIES	Lights		3,156.01	
022125	Invoice	03/07/2025	Community Center	0.00	2,620.71	
	100-2200-52400	UTILITIES	Community Center		2,620.71	
022425	Invoice	03/07/2025	WWTP	0.00	39,559.85	
	310-0000-52400	UTILITIES	WWTP		39,559.85	
PENINS	PENINSULA WELDING & MEDICAL SUPPLY, INC.	03/08/2025	Regular	0.00	82.39	56865
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**		**Distribution Amount**	
274861	Invoice	03/07/2025	Tune Up Kit	0.00	82.39	
	310-0000-52525	REPAIRS & MAINTENANCE..	Tune Up Kit		82.39	
RAFRES	RAFA RESTORATION	03/08/2025	Regular	0.00	1,811.48	56866

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**		
091423	Invoice	03/07/2025	Vehicle Repairs	0.00	1,811.48	
	100-1400-52080	FLEET SERVICES	Vehicle Repairs	1,811.48		
TERMIN	RENTOKIL NORTH AMERICA INC	03/08/2025	Regular	0.00	60.00	56867
456362660	Invoice	03/07/2025	Pest Control	0.00	60.00	
	100-2200-52520	MAINTENANCE AGREEM...	Pest Control	60.00		
BARPSY	RICHARD A BLAK, PH.D	03/08/2025	Regular	0.00	465.00	56868
030425	Invoice	03/07/2025	Psych Eval	0.00	465.00	
	100-1400-52200	PROFESSIONAL SERVICES...	Psych Eval	465.00		
AGUILA	ROLANDO AGUILAR	03/08/2025	Regular	0.00	527.27	56869
030325	Invoice	03/07/2025	Conference Reimbursement	0.00	527.27	
	100-2200-52091	TRAVEL, MEETINGS & TRA..	Conference Reimbursement	527.27		
SAFETY	SAFETY-KLEEN SYSTEMS, INC.	03/08/2025	Regular	0.00	815.87	56870
96472833	Invoice	03/07/2025	Oil & Liquids Absorbents	0.00	658.87	
	310-0000-52520	MAINTENANCE AGREEM...	Oil & Liquids Absorbents	658.87		
96472837	Invoice	03/07/2025	Used Oil Recycle	0.00	157.00	
	310-0000-52520	MAINTENANCE AGREEM...	Used Oil Recycle	157.00		
SALVAL	SALINAS VALLEY FORD	03/08/2025	Regular	0.00	294.23	56871
58477	Invoice	03/07/2025	Timing Solenoids	0.00	294.23	
	100-1400-52080	FLEET SERVICES	Timing Solenoids	294.23		
SANDIE	SAN DIEGO POLICE EQUIPMENT CO. INC.	03/08/2025	Regular	0.00	1,594.61	56872
664558	Invoice	03/07/2025	Armor Supplies	0.00	1,594.61	
	100-1400-52043	AMMUNITION/WEAPON ...	Armor Supplies	1,594.61		
SCHWHE	SCHAAF & WHEELER	03/08/2025	Regular	0.00	16,035.00	56873
40719	Invoice	03/07/2025	Storm Drain Master Plan	0.00	13,430.00	
	310-0000-52200	PROFESSIONAL SERVICES...	Storm Drain Master Plan	13,430.00		
40720	Invoice	03/07/2025	Almond Acres SWCO Review	0.00	2,605.00	
	120-0000-52200	PROFESSIONAL SERVICES...	Almond Acres SWCO Review	2,605.00		
SOLAUT	SOLEDAD AUTO PARTS	03/08/2025	Regular	0.00	712.92	56874
188135	Invoice	03/07/2025	Parts Returned - Belt	0.00	712.92	
	310-0000-52525	REPAIRS & MAINTENANCE..	Parts Returned - Belt	712.92		
188151	Credit Memo	03/07/2025	Parts Return	0.00	-712.92	
	310-0000-52525	REPAIRS & MAINTENANCE..	Parts Return	-712.92		
188152	Invoice	03/07/2025	Septic Station Belt	0.00	385.24	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	310-0000-52525 REPAIRS & MAINTENANCE..		Septic Station Belt		385.24	
188153	Invoice	03/07/2025	Grit Pump	0.00	327.68	
	310-0000-52525 REPAIRS & MAINTENANCE..		Grit Pump		327.68	
CHAMBER	SOLEDAD CHAMBER OF COMMERCE	03/08/2025	Regular	0.00	250.00	56875
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
030525	Invoice	03/07/2025	Membership Application - Chamber Mem...	0.00	250.00	
	100-1200-52010	MEMBERSHIP DUES	Membership Application - Cham...		250.00	
SOLTRU	SOLEDAD TRUE VALUE	03/08/2025	Regular	0.00	39.30	56876
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
349235	Invoice	03/07/2025	Blue Building - Janitorial	0.00	39.30	
	310-0000-52518	FACILITIES EXPENSE	Blue Building - Janitorial		39.30	
STAPLE	STAPLES BUSINESS CREDIT	03/08/2025	Regular	0.00	3,291.14	56877
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
6015110273	Invoice	03/07/2025	C.H. Copy Paper	0.00	403.06	
	100-8000-52040	OFFICE SUPPLIES	C.H. Copy Paper		403.06	
6020077735	Invoice	03/07/2025	Copy Paper, Pencils, Tape, Manila	0.00	590.18	
	100-8000-52040	OFFICE SUPPLIES	Copy Paper, Pencils, Tape, Manila		590.18	
6022467197	Invoice	03/07/2025	Batteries, Laminating Pouch, Pens, Paper	0.00	83.42	
	100-8000-52040	OFFICE SUPPLIES	Batteries, Laminating Pouch, Pe...		83.42	
6025235337	Invoice	03/07/2025	Prop/Evidence Supplies	0.00	44.45	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop/Evidence Supplies		44.45	
6025235338	Invoice	03/07/2025	Prop/Evidence Supplies	0.00	256.49	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop\Evidence Supplies		256.49	
6025235339	Invoice	03/07/2025	Office Supplies	0.00	39.65	
	100-1400-52040	OFFICE SUPPLIES	Office Supplies		39.65	
6025235340	Invoice	03/07/2025	Office Supplies	0.00	130.64	
	100-1400-52040	OFFICE SUPPLIES	Office Supplies		130.64	
6025235342	Invoice	03/07/2025	Toner	0.00	271.70	
	100-1400-57100	CAPITAL OUTLAY - COMP...	Toner		271.70	
6025235343	Invoice	03/07/2025	USB Hub	0.00	30.74	
	100-1400-57100	CAPITAL OUTLAY - COMP...	USB Hub		30.74	
6025235344	Invoice	03/07/2025	Doorstop, Toner/Keyboard	0.00	144.49	
	100-1400-52048	UNIFORM PURCHASE	Doorstop		7.85	
	100-1400-57100	CAPITAL OUTLAY - COMP...	Toner/Keyboard		136.64	
6025235345	Invoice	03/07/2025	Prop/Evidence Supplies	0.00	39.40	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop/Evidence Supplies		39.40	
6025235346	Invoice	03/07/2025	USB / Evidence	0.00	278.87	
	100-1400-57100	CAPITAL OUTLAY - COMP...	USB / Evidence		278.87	
6025235347	Invoice	03/07/2025	Toner & Office Supplies	0.00	712.26	
	100-1400-52040	OFFICE SUPPLIES	Pens, Scissors		116.87	
	100-1400-57100	CAPITAL OUTLAY - COMP...	Toner		595.39	
6025235348	Invoice	03/07/2025	Prop/Evidence Supplies	0.00	48.16	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop/Evidence Supplies		48.16	
6025235349	Invoice	03/07/2025	Prop/Evidence Supplies	0.00	171.99	
	100-1400-52050	PROPERTY EVIDENCE RO...	Prop/Evidence Supplies		171.99	
6025235350	Invoice	03/07/2025	Cleaning Supplies	0.00	45.64	
	100-1400-52518	FACILITIES EXPENSE	Cleaning Supplies		45.64	
SUNBEL	SUNBELT RENTALS, INC	03/08/2025	Regular	0.00	5,840.04	56878

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		
159896786-0005	Invoice	03/07/2025	Skid Steer Cont.	0.00	5,840.04	
	310-0000-52525	REPAIRS & MAINTENANCE..	Skid Steer Cont.	5,840.04		
TL ENG	TL ENGINEERING	03/08/2025	Regular	0.00	3,000.00	56879
1628	Invoice	03/07/2025	Front St. Analysis	0.00	500.00	
	412-0000-57000	CAPITAL OUTLAY - IMPR...	Front St. Analysis	500.00		
1630	Invoice	03/07/2025	Fire Station Sitework	0.00	2,500.00	
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Fire Station Sitework	2,500.00		
TMOBIL	T-MOBILE USA, INC	03/08/2025	Regular	0.00	15.68	56880
022125	Invoice	03/07/2025	Cell Service	0.00	15.68	
	100-2200-52415	CELLULAR PHONE	Cell Service	15.68		
TMOBIL	T-MOBILE USA, INC	03/08/2025	Regular	0.00	1,461.99	56881
022125B	Invoice	03/07/2025	Cell Phone Services	0.00	1,461.99	
	100-1400-52415	CELLULAR PHONE	Cell Phone Services	32.12		
	100-1500-52415	CELLULAR PHONE	Cell Phone Services	33.95		
	100-2100-52415	CELLULAR PHONE	Cell Phone Services	213.67		
	309-0000-52415	CELLULAR PHONE	Cell Phone Services	276.92		
	309-0000-52415	CELLULAR PHONE	Cell Phone Services	29.55		
	310-0000-52415	CELLULAR PHONE	Cell Phone Services	680.91		
	310-0000-52415	CELLULAR PHONE	Cell Phone Services	29.55		
	311-0000-52415	CELLULAR PHONE	Cell Phone Services	9.75		
	312-0000-52415	CELLULAR PHONE	Cell Phone Services	36.99		
	410-0000-52415	CELLULAR PHONE	Cell Phone Services	118.58		
TMOBIL	T-MOBILE USA, INC	03/08/2025	Regular	0.00	3,190.57	56882
021225C	Invoice	03/07/2025	Cellphones	0.00	3,190.57	
	100-1400-52410	TELEPHONE/DATA/PAGER	Cellphones	3,190.57		
TOWNSE	TOWNSEND PUBLIC AFFAIRS, INC	03/08/2025	Regular	0.00	5,000.00	56883
23075	Invoice	03/07/2025	Grant	0.00	5,000.00	
	100-2400-52200	PROFESSIONAL SERVICES...	Grant	5,000.00		
TRICIT	TRI-CITIES DISPOSAL AND RECYCLING, INC.	03/08/2025	Regular	0.00	161,237.41	56884
0001138816	Invoice	03/07/2025	Corpyard Landfill Fees	0.00	2,069.70	
	647-0000-52532	STREET SWEEPING	Corpyard Landfill Fees	689.90		
	649-0000-52532	STREET SWEEPING	Corpyard Landfill Fees	689.90		
	651-0000-52532	STREET SWEEPING	Corpyard Landfill Fees	689.90		
2025-02	Invoice	03/07/2025	Garbage Fees / February 2025	0.00	159,167.71	
	311-0000-52230	LEASE CONTRACTS	Garbage Fees / February 2025	159,167.71		
TRINIP	TRINIDAD ZAVALA	03/11/2025	Regular	0.00	-3,192.72	56885
TRINIP	TRINIDAD ZAVALA	03/08/2025	Regular	0.00	3,192.72	56885

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		
25-0109 BC	Invoice	03/07/2025	Install Utilities Modular	0.00	3,192.72	
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Install Utilities Modular	3,192.72		
TYLER	TYLER TECHNOLOGIES	03/08/2025	Regular	0.00	2,630.00	56886
025-496500	Invoice	03/07/2025	System Conversion	0.00	630.00	
	100-8000-52200	PROFESSIONAL SERVICES...	System Conversion	472.50		
	310-0000-52200	PROFESSIONAL SERVICES...	System Conversion	157.50		
025-500132	Invoice	03/07/2025	W2 & 1099 Electronic Filing	0.00	2,000.00	
	100-1300-52200	PROFESSIONAL SERVICES...	W2 & 1099 Electronic Filing	1,000.00		
	309-0000-52200	PROFESSIONAL SERVICES...	W2 & 1099 Electronic Filing	333.34		
	310-0000-52200	PROFESSIONAL SERVICES...	W2 & 1099 Electronic Filing	333.33		
	311-0000-52200	PROFESSIONAL SERVICES...	W2 & 1099 Electronic Filing	333.33		
USBANP	U.S. BANK CORPORATE PAYMENT SYSTEM	03/08/2025	Regular	0.00	9,161.06	56887
020625DCW	Invoice	03/07/2025	Credit Card Purchases	0.00	6,606.32	
	100-1400-52010	MEMBERSHIP DUES	CA Association Membership - M...	60.00		
	100-1400-52010	MEMBERSHIP DUES	IAPE Dues - Maria	65.00		
	100-1400-52010	MEMBERSHIP DUES	FBI Dues - Chief	130.00		
	100-1400-52010	MEMBERSHIP DUES	IACP Dues - Chief	220.00		
	100-1400-52048	UNIFORM PURCHASE	TF Uniforms - Estrada	181.36		
	100-1400-52051	TOOLS & MINOR EQUIPM...	Photo Frame Board	8.73		
	100-1400-52051	TOOLS & MINOR EQUIPM...	Flashlights-Grant	2,361.63		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	NOVA Training - Caitlan	100.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	CLEARS Training - Patricia	25.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	EB Social Media Training - Caitlan	499.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	CAPE Training - Maria	500.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	International Latino Training - So...	160.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	Double Tree Training - Santiago	744.21		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	Central Coast Gang Training - Sol...	130.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	Nova Training - Caitlan	550.00		
	100-1400-52091	TRAVEL, MEETINGS & TRA...	CLEARS Training - Samantha	400.00		
	100-1400-52400	UTILITIES	Cable TV	232.21		
	100-1400-57100	CAPITAL OUTLAY - COMP...	MDT Hardware	178.00		
	100-1400-57100	CAPITAL OUTLAY - COMP...	Wondershare Software	17.99		
	100-1400-57100	CAPITAL OUTLAY - COMP...	Wondershare Software	43.19		
020625JF	Invoice	03/07/2025	Credit Card Payments	0.00	1,017.23	
	100-2400-52091	TRAVEL, MEETINGS & TRA...	Newsletter	120.00		
	100-2400-52200	PROFESSIONAL SERVICES...	Project Management Class	49.00		
	100-2400-52200	PROFESSIONAL SERVICES...	Subscription	25.00		
	100-2400-52200	PROFESSIONAL SERVICES...	Project Management Class	49.00		
	100-2400-52200	PROFESSIONAL SERVICES...	Food for Know Your Right	65.75		
	100-2400-52200	PROFESSIONAL SERVICES...	Database	260.00		
	100-2400-52200	PROFESSIONAL SERVICES...	Stickers	218.50		
	100-2400-52200	PROFESSIONAL SERVICES...	Adobe	149.99		
	100-2400-52200	PROFESSIONAL SERVICES...	Photoshop	79.99		
020625JP	Invoice	03/07/2025	Credit Card Purchases	0.00	880.37	
	100-2200-52049	PRINTING & ADVERTISING	Email Processor App	39.25		
	100-2200-52049	PRINTING & ADVERTISING	Promotion: Basketball, Play, Folk...	124.86		
	100-2200-52518	FACILITIES EXPENSE	Fitness Center Wall Sign	203.88		
	100-2200-52518	FACILITIES EXPENSE	Gallardo Field Scoreboard Contr...	89.00		
	100-2200-52518	FACILITIES EXPENSE	Refund - Fitness Center Wall Sign..	-186.62		
	100-2200-52518	FACILITIES EXPENSE	Annual Music License	610.00		
020625RD	Invoice	03/07/2025	Credit Card Purchases	0.00	657.14	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
	100-2200-52031	PROGRAM SUPPLIES	Winter Camp: Food Craft Suppli...		19.15	
	100-2200-52031	PROGRAM SUPPLIES	Pre-K: Tiny Chefs- Foil Pans		5.46	
	100-2200-52049	PRINTING & ADVERTISING	Facebook		3.61	
	100-2200-52049	PRINTING & ADVERTISING	Social Media Boost		3.00	
	100-2200-52049	PRINTING & ADVERTISING	Social Media Boost		3.00	
	100-2200-52049	PRINTING & ADVERTISING	Social Media Boost		3.00	
	100-2200-52090	TRAINING - SAFETY	Food Handling Cert		27.16	
	100-2200-52115	SUNDRY	Water Bottles		39.98	
	100-2200-52115	SUNDRY	Water Bottles		41.98	
	100-2200-52518	FACILITIES EXPENSE	Music Subscription		11.99	
	100-2200-52518	FACILITIES EXPENSE	Facility: Janitorial Supplies		3.27	
	100-2200-52518	FACILITIES EXPENSE	Fitness Logo		233.58	
	100-2200-52518	FACILITIES EXPENSE	Tide Pods		21.84	
	100-2200-52518	FACILITIES EXPENSE	Sponges		6.54	
	100-2200-52518	FACILITIES EXPENSE	Disputed - Fitness Logo Double ...		233.58	
	Void	03/08/2025	Regular	0.00	0.00	56888
VOYAG	US BANK VOYAGER FLEET SYSTEMS, INC.	03/08/2025	Regular	0.00	12,508.01	56889
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
8691428362509	Invoice	03/07/2025	Fuel	0.00	12,508.01	
	100-1400-52085	FUEL	Fuel	5,325.47		
	100-1400-52086	FUEL	Fuel	163.25		
	100-1450-52086	FUEL	Fuel	1,262.40		
	100-2100-52085	FUEL	Fuel	1,124.74		
	100-2100-52085	FUEL	Fuel	54.62		
	100-8000-52080	FLEET SERVICES	Fuel	517.96		
	309-0000-52085	FUEL	Fuel	1,224.44		
	310-0000-52085	FUEL	Fuel	1,787.65		
	311-0000-52085	FUEL	Fuel	16.78		
	312-0000-52085	FUEL	Fuel	273.22		
	312-0000-52085	FUEL	Fuel	192.85		
	410-0000-52085	FUEL	Fuel	564.63		
UTILTE	UTILITY TELECOM GROUP, LLC	03/08/2025	Regular	0.00	4,406.99	56890
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
90239000000025...	Invoice	03/07/2025	City Phones	0.00	4,406.99	
	100-8000-52410	TELEPHONE/DATA/PAGER	City Phones	4,406.99		
VALELE	VALLEY ELECTRIC MOTOR SERVICE, INC.	03/08/2025	Regular	0.00	1,485.57	56891
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
33551	Invoice	03/07/2025	EQ Pump #1 Motor Repairs	0.00	1,485.57	
	310-0000-52525	REPAIRS & MAINTENANCE..	EQ Pump #1 Motor Repairs	1,485.57		
VELODY	VELODYNE	03/08/2025	Regular	0.00	2,387.76	56892
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
0000027935	Invoice	03/07/2025	Mixing Chamber - Display & Software	0.00	2,387.76	
	310-0000-52525	REPAIRS & MAINTENANCE..	Mixing Chamber - Display & Sof...	2,387.76		
VERIZO	VERIZON WIRELESS	03/08/2025	Regular	0.00	1,679.96	56893
Payable #	**Payable Type**	**Post Date**	**Payable Description**	**Discount Amount**	**Payable Amount**	
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**		
6106650691	Invoice	03/07/2025	Air Cards	0.00	115.56	
	310-0000-52415	CELLULAR PHONE	Air Cards	115.56		
6106650692	Invoice	03/07/2025	Phone	0.00	1,564.40	
	100-1400-52415	CELLULAR PHONE	Phone	1,564.40		

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WALLAC	WALLACE GROUP	03/08/2025	Regular	0.00	35,527.83	56894

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
64363	Invoice	03/07/2025	Recycled Water Proj.	0.00	3,132.90
	213-0000-52200	PROFESSIONAL SERVICES...	Recycled Water Proj.	3,132.90	
64364	Invoice	03/07/2025	CM Front St. Proj.	0.00	29,246.10
	412-0000-57000	CAPITAL OUTLAY - IMPR...	CM Front St. Proj.	29,246.10	
64467	Invoice	03/07/2025	Front St. Landscape	0.00	3,148.83
	412-0000-57000	CAPITAL OUTLAY - IMPR...	Front St. Landscape	3,148.83	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
WQI	WQI	03/08/2025	Regular	0.00	800.00	56895

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
2025	Invoice	03/07/2025	Grade III Review - I. Barron	0.00	800.00
	310-0000-52091	TRAVEL, MEETINGS & TRA...	Grade III Review - I. Barron	800.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
ACTIONCOUN	ACTION COUNCIL OF MONTEREY COUNTY, INC	03/11/2025	Regular	0.00	4,853.00	56901

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
CS-24-12	Invoice	03/11/2025	SOLEDAD YOUTH CUNCIL - CIVICS ACADE...	0.00	4,853.00
	100-2400-52200	PROFESSIONAL SERVICES...	SOLEDAD YOUTH CUNCIL - CIVIC...	4,853.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
COUNTY	COUNTY OF MONTEREY	03/11/2025	Regular	0.00	344.00	56902

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
B25-004804	Invoice	03/11/2025	ANIMAL ID A233551	0.00	344.00
	312-0000-52235	ANIMAL SERVICES	ANIMAL ID A233551	344.00	

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
TRINIP	TRINIDAD ZAVALA	03/11/2025	Regular	0.00	3,192.75	56903

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
25-0109 BCA	Invoice	03/11/2025	Install Utilities to Modular	0.00	3,192.75
	211-0000-57000	CAPITAL OUTLAY - IMPR...	Install Utilities to Modular	3,192.75	

Total Regular:	**0.00**	**1,409,181.24**

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Payment Type: Bank Draft						
EFTPS	EFTPS	03/07/2025	Bank Draft	0.00	9,447.34	DFT0000039

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000343	Invoice	03/07/2025	MEDICARE W/H	0.00	9,447.34
	100-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	5,544.06	
	121-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	76.76	
	309-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	810.62	
	310-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	2,147.52	
	311-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	184.44	
	312-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	137.68	
	410-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	519.84	
	531-0000-21110	FICA/MEDICARE PAYABLE	MEDICARE W/H	26.42	

EFTPS	EFTPS	03/07/2025	Bank Draft	0.00	40,395.16	DFT0000040

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000344	Invoice	03/07/2025	FICA W/H	0.00	40,395.16
	100-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	23,704.38	
	121-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	328.24	
	309-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	3,465.82	
	310-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	9,182.76	
	311-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	788.54	
	312-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	588.50	
	410-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	2,223.74	
	531-0000-21110	FICA/MEDICARE PAYABLE	FICA W/H	113.18	

EFTPS	EFTPS	03/07/2025	Bank Draft	0.00	31,239.50	DFT0000041

Payable #	Payable Type	Post Date	Payable Description	Discount Amount	Payable Amount
	Account Number	**Account Name**	**Item Description**	**Distribution Amount**	
INV0000346	Invoice	03/07/2025	FEDERAL TAX	0.00	31,239.50
	100-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	19,576.94	
	121-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	244.68	
	309-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	2,456.94	
	310-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	6,721.50	
	311-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	553.39	
	312-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	342.33	
	410-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	1,251.16	
	531-0000-21120	FEDERAL TAX PAYABLE	FEDERAL TAX	92.56	

Total Bank Draft:	**0.00**	**81,082.00**	

Bank Code APRAB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	285	118	0.00	1,412,669.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-3,488.46
Bank Drafts	3	3	0.00	81,082.00
EFT's	35	20	0.00	107,501.95
	323	**148**	**0.00**	**1,597,765.19**

All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	285	118	0.00	1,412,669.70
Manual Checks	0	0	0.00	0.00
Voided Checks	0	7	0.00	-3,488.46
Bank Drafts	3	3	0.00	81,082.00
EFT's	35	20	0.00	107,501.95
	323	**148**	**0.00**	**1,597,765.19**

Fund Summary

Fund	Name	Period	Amount
999	POOLED CASH	3/2025	1,597,765.19
			1,597,765.19

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6207, A Resolution of The City Council of The City of Soledad Approving a Facility Use Fee Waiver for the Lideres Campesinas de Soledad for the Use of the Soledad Community Center for their Día de Niño Event.**

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

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

THROUGH: **Megan Hunter, CIty Manager**

MEETING DATE: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6207, "Approving a Facility Use Fee Waiver for the Lideres Campesinas de Soledad for the Use of the Soledad Community Center for their Día de Niño Event".

Executive Summary

Staff recommends that the City Council approve a facility use fee waiver for the Lideres Campesinas de Soledad for the use for the Soledad Community on April 26, 2025, from 1:00 PM to 8:00 PM for the Día de Niño Event. The event will provide a safe and enjoyable experience for children and their families, featuring activities, gifts, and games that promote emotional well-being. Approving the waiver aligns with the City's mission to support community engagement and family-oriented programming. Lideras Campesinas will still be required to meet insurance and deposit requirements.

Background

Lideres Campesinas de Soledad is a nonprofit organization dedicated to advocating for the rights and well-being of women farmworkers and their families. Their upcoming event, Día de Niño, is intended to create a special experience for children, featuring activities, gifts, and games. The event aims to support children's emotional well-being, addressing concerns such as stress, depression, and anxiety through positive community engagement.

Review & Analysis

Approving the fee waiver will support a community-based nonprofit organization in providing a free, child-focused event that promotes mental and emotional well-being for children in the community. It will also strengthen the City's commitment to supporting programs that benefit underserved populations, ensuring that families have access to enriching and engaging activities at no cost.

This event will take place outside of Community Center regular facility hours, which will require additional staff to accommodate the facility use. In a general rental situation, this cost would be included as an add-on fee to the renter, but in this case, it is a part of the amount being waived. By approving this waiver, the City is also covering the staffing costs associated with opening and maintaining the facility during non-business hours.

The requested fee waiver would cover facility rental costs for the event, which would otherwise total $1,095, after the nonprofit discount:

- Standard Gym Rental Fee - $1,600 (10-hours max use)
- 50% nonprofit discount - <$800>
- Reservation fee: $50
- After-hours staff fee: $245

If the waiver is approved, Lideres Campesinas de Soledad will still be required to:

- Provide a certificate of insurance with $1 million per occurrence, listing the City of Soledad and all its officers and employees as additional insured.
- Submit a refundable $1,000 facility deposit.

Financial Considerations

The approval of this fee waiver will result in a loss of $1,095 in potential revenue for the Parks and Recreation Department. This includes the cost of additional staffing for the facility during this event.

Alternatives

- Approve the fee waiver as recommended.
- Approve a partial fee waiver.
- Do not approve the fee waiver and provide other directions to staff.

Planning/CEQA

The City of Soledad has determined that the proposed action of approving a fee waiver for the use of the Soledad Community Center 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

Not Applicable.

Attachment(s):
Resolution No. 6207
Fee Waiver

RESOLUTION NO. 6207

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A FACILITY USE FEE WAIVER FOR LIDERES CAMPESINAS FOR USE OF THE SOLEDAD COMMUNITY CENTER FOR THEIR DÍA DE NIÑO EVENT.

WHEREAS, Lideres Campesinas de Soledad, a nonprofit organization advocating for the rights and well-being of women farmworkers and their families, has requested the use of the Soledad Community Center for their Día de Niño event on April 26, 2025, from 1:00 PM to 8:00 PM; and

WHEREAS, the event is intended to provide a safe and enjoyable experience for children, featuring activities, gifts, and games aimed at promoting emotional well-being and community engagement; and

WHEREAS, The City of Soledad supports community-based events that promote the health, welfare, and emotional well-being of its residents, especially children and underserved populations; and

WHEREAS, the requested fee waiver would cover facility rental costs totaling $1,095, including the standard rental fee, nonprofit discount, reservation fee, and after-hours staffing costs, with Lideres Campesinas de Soledad being required to meet all necessary insurance and deposit requirements; and

NOW THEREFORE BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Council hereby approves a facility use fee waiver for the Lideres Campesinas de Soledad for the use of the Soledad Community Center on April 26, 2025, from 1 PM to 8:00PM for their Día de Niño event.

PASSED AND ADOPTED by the City Council of the City of Soledad, at a regular meeting duly held on the 19th day of March 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

Soledad Parks & Recreation

SOLEDAD PARKS & RECREATION

Community Facilities Use Application

Solicitud de Uso de Instalaciones Comunitarias

560 Walker Dr. Soledad, Ca 93960

(831) 223-5250

APPLICANT GROUP/GRUPO DE SOLICITANTES:	CONTACT PERSON/PERSONA DE CONTACTO:
Organización Lideres Campesinas de Soledad	(831) 837-8056 Maria Flores
EMAIL/Correo electrónico:	PHONE NUMBER/NÚMERO DE TELÉFONO:
mariaf@lideresCampesinas.Org	(831) 837-8056

MAILING ADDRESS/DIRECCIÓN DE ENVIO:

319 Lambert St. Oxnard, CA 93036

FACILITY REQUESTED/ INSTALACIÓN SOLICITADA:

- ☒ GYM/GIMNASIA (Capacity/Capacidad: 999, Dining/Comida 450)
- ☐ LARGE MULTI-PURPOSE ROOM/GRAN SALA MULTIUSOS (Capacity/Capacidad: 150, Dining/Comida 100)
- ☐ SMALL MULTI-PURPOSE ROOM/PEQUEÑA SALA MULTIUSOS (Capacity/Capacidad: 49, Dining/Comida 32)
- ☐ KITCHEN/COCINA: Purpose/Objetivo: _____
- ☐ Park/Sports Field/Parque/Campo Deportivo: _____

Expected Max Attendance/ Asistencia Máxima Esperada: _____

INTENDED USE OF FACILITY/USO PREVISTO DE LAS INSTALACIONES:

Evento del Día del Niño

DATE/FECHA(S):	START TIME/HORA DE INICIO:	END TIME/HORA DE FINALIZACIÓN:
4-26-2025	1 de la tarde	8 PM

1.	Will admission fees be charged, or contributions solicited? / ¿Se cobrarán tarifas de admisión o se solicitarán contribuciones?	YES/SÍ ☐	NO ☒
2.	If answer to (1) is yes, will net receipts be expended for the welfare of the community or for charitable purposes? / Si la respuesta a (1) es afirmativa, ¿se gastarán los ingresos netos para el bienestar de la comunidad o para fines benéficos?	YES/SÍ	NO ☒
3.	Is the meeting open to the public? / ¿La reunión está abierta al público?	YES/SÍ ☒	NO ☐
4.	Will the activity serve beverages and food? / ¿La actividad servirá bebidas y comida?	YES/SÍ ☒	NO ☐
5.	Will the activity require tables and chairs? If so, how many? / ¿La actividad requerirá mesas y sillas? Si es así, ¿cuántos?	YES/SÍ ☒	NO ☐

Round Tables/Mesas redondas ___ # Rectangle Tables/Mesas rectangulares X 15

Chairs/Sillas X 70 Other/ Otro: _____

Will the event serve alcohol?/¿El evento servirá alcohol? ☐ YES/SÍ ☒ No

Will alcohol be sold?/¿Se venderá alcohol? ☐ YES/SÍ ☒ No

*If yes, alcohol permit and security required/ En caso afirmativo, se requiere permiso de alcohol y seguridad.

6.	Will the activity require assistance with set-up?/¿La actividad requerirá asistencia con la configuración?	YES/SÍ ☐	NO ☒

The applicant group agrees to comply with the SPR's rules and regulations regarding the use of the facilities (a copy is attached). The applicant states that he/she is an authorized member of the applicant group and has the authorization to act as the representative in the application and use of the SPR facilities. Should the facilities or equipment be damaged or destroyed as a result of such group, it is agreed the group shall be held responsible for the cost of repairing or replacing same.

The undersigned states that to the best of his or her knowledge that the intended use of the SPR facility is for the above-stated purposes and will not be transferred to any other organization for any other purposes. THIS IS AN APPLICATION ONLY AND DOES NOT BECOME A PERMIT UNTIL APPROVED BY THE SOLEDAD PARKS AND RECREATION.

El grupo solicitante se compromete a cumplir con las normas y reglamentos de la SPR con respecto al uso de las instalaciones (se adjunta una copia). El solicitante declara que es un miembro autorizado del grupo solicitante y tiene la autorización para actuar como representante en la solicitud y uso de las instalaciones de SPR. En caso de que las instalaciones o el equipo resulten dañados o destruidos como resultado de dicho grupo, se acuerda que el grupo será responsable del costo de reparación o reemplazo de los mismos.

El abajo firmante declara que, según su leal saber y entender, el uso previsto de las instalaciones de SPR es para los propósitos mencionados anteriormente y no se transferirá a ninguna otra organización para ningún otro propósito. ESTA ES SOLAMENTE UNA SOLICITUD Y NO SE CONVIERTE EN UN PERMISO HASTA QUE SOLEDAD PARQUES Y RECREACIÓN LO APRUEBE.

AGREEMENT/ CONVENIO

I fully understand and agree to the terms and conditions for the use of the Soledad Parks & Recreation facilities.
Entiendo completamente y acepto los términos y condiciones para el uso de las instalaciones de Soledad Parks & Recreation.

APPLICANT SIGNATURE/FIRMA DEL SOLICITANTE: Maria Flores PRINT/IMPRESIÓN: Maria Flores DATE/FECHA: 3/6/25

APPROVED SPR STAFF/PERSONAL SPR APROBADO: DATE/FECHA:

OFFICE USE ONLY/SOLO USO DE OFICINA

Charge for Use: YES ☐ NO ☐ SPR Partnership ☐ SUSD ☐ City Sponsor ☐ Waiver approved: _____
Amount Waived: _____ Applicable Fee Due: _____ Alcohol Permit ($31) _____ $ Security Guards _____
Reservation Entered CivicRec By: _____ Date: _____ Applicable Fees Paid: _____ Method
Number of staff needed: _____ Equipment needed: _____
Facility After Reservation Inspection By: _____ Date: _____ Time: _____
Inspection Notes: _____

Soledad Parks & Recreation

SOLEDAD PARKS & RECREATION
HOLD HARMLESS AGREEMENT
ACUERDO DE EXENCIÓN DE RESPONSABILIDAD

I, _____, agree to and hereby indemnify and hold harmless the City of Soledad, its officers, agents, and every claim or demand made, from every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:

(a) Death or bodily injury to persons, loss of or injury to property, or any loss, damage or expense which may have been sustained by the City or any person, firm or corporation employed by the City upon or in connection with the activity called for in this agreement.

(b) Any injury to or death of persons or damage to property, any loss or theft sustained by person, firms or corporation arising from any act of neglect, default, omission, negligence, or willful misconduct of _____, or any person firm or corporation employed by _____, either directly or by independent contract and attributable in connection with the activity covered by this agreement, on or off City property.

_____, at the expense, cost, and risk, shall defend any and all-action suits, or other, proceeding that may be brought or instituted against the City of Soledad, its officers, agents, or employees and shall pay or satisfy any such claim, demand, liability, or judgment rendered against the City, its officers, agents or employees in any action, suit or other proceedings as the result of the activity called for in this agreement.

Yo, Maria Flores, acepto y por la presente indemnizo y eximo de toda responsabilidad a la Ciudad de Soledad, sus funcionarios, agentes y todo reclamo o demanda hecha, de toda responsabilidad, pérdida, daño o gasto, de cualquier naturaleza que sea, que pueda incurrir por razón de:

(a) Muerte o lesiones corporales a personas, pérdida o lesiones a la propiedad, o cualquier pérdida, daño o gasto que pueda haber sufrido la Ciudad o cualquier persona, empresa o corporación empleada por la Ciudad en relación con la actividad previsto en este acuerdo.

(b) Cualquier lesión o muerte de personas o daño a la propiedad, cualquier pérdida o robo sufrido por una persona, empresa o corporación que surja de cualquier acto de negligencia, incumplimiento, omisión, negligencia o mala conducta deliberada de, o de cualquier persona, empresa o corporación. empleado por , ya sea directamente o por contrato independiente y atribuible en relación con la actividad cubierta por este acuerdo, dentro o fuera de la propiedad de la Ciudad.

_____, a expensas, costos y riesgos, defenderá todas las demandas u otros procedimientos que puedan presentarse o instituirse contra la Ciudad de Soledad, sus funcionarios, agentes o empleados y pagará o satisfará dicha reclamación , demanda, responsabilidad o sentencia dictada contra la Ciudad, sus funcionarios, agentes o empleados en cualquier acción, juicio u otro procedimiento como resultado de la actividad prevista en este acuerdo.

ACTIVITY ACTIVIDAD: EVENTO DIA DEL NIÑO

Legal Name/Nombre legal: Maria Flores

Authorized Agent/Agente autorizada: _____

Feche: 3/6/25

SOLEDAD PARKS & RECREATION

Facilities Fee Waiver Request Form

Formulario de solicitud de exención de tarifas de instalaciones

Soledad Parks & Recreation Fee Schedule (Cost of Use, Soledad Residents)/Tabla de tarifas de Soledad Parks & Recreation (costo de uso, residentes **Soledad)**

Community Center Rental Fees – Determined according to the fee schedule, by room and # of attendees/ ***Tarifas de alquiler del centro comunitario***: determinadas de acuerdo con el programa de tarifas, por sala y número de asistentes

Set-up Venue (tables & chairs) - $50/hr	Lugar de montaje (mesas y sillas) - $ 50 / hora
Clean-up Venue - $50/hr	Lugar de limpieza - $ 50 / hora
Staffing Needs - $30 per staff/per hour	Necesidades de personal - $30 por personal/por hora
AV Equipment - $15/Piece	Equipo AV - $15/pieza
IT Services - $150	Servicios de TI - $150

Park/Field Rental Fees/Tarifas de alquiler de parques/campos

Ball Fields per hour -$1 Practice $2 Games	Campos de Pelota por hora -$1 Práctica $2 Juegos
Picnic Area & BBQ (50-) - $25	Área de picnic y barbacoa (50-) - $25
Bounce House Permit - $45	Permiso para casa inflable - $45
Special Event Permit (50+) - $150	Permiso para eventos especiales (50+) - $150
Alcohol Permit (SPD) - $31	Security (if alcohol present) – 1:50 @ $35/hour

Instructions: After completing all facilities request documents, this form may be used to request a waiver. Please note that only programs that directly benefit the community of the City of Soledad will be considered for a waiver or sponsorship. Only the Soledad City Council or designee is authorized to approve the reduction or elimination of standard fees. Fees related to alcohol cannot be waived.

Instrucciones: Después de completar todos los documentos de solicitud de las instalaciones, este formulario se puede usar para solicitar una exención. Tenga en cuenta que solo los programas que benefician directamente a la comunidad de la Ciudad de Soledad serán considerados para una exención o patrocinio. Solo el Concejo Municipal de Soledad o su designado está autorizado para aprobar la reducción o eliminación de las tarifas estándar. Las tarifas relacionadas con el alcohol no se pueden eximir.

Organization Name/Nombre de la Organización: Lideres Campesinas

Organization Contact/Organización Contacto: Suguet Lopez

Address/Dirección: 319 Lambert st, Oxnard, CA 93036

E-mail/Correo electrónico: SLopez@LideresCampesinas.org **Phone/Teléfono:** (909) 730-0626

Type of Organization (proof required): ☒ 501 (c) 3, ☐ 501 (c) 4, ☐ Governmental Agency
_____Other:_____

Tipo de organización (prueba requerida): ☐ 501 (c) 3, ☐ 501 (c) 4, ☐ Agencia gubernamental
_____Otra:_____

Date(s) of Event/ Fecha(s) del evento: 4-26-2025

City Facility Requested/ Instalación de la ciudad solicitada: Centro Comunitario

Name and Purpose of Event/Nombre y Propósito del Evento: Evento del Dia del Niño

Please describe how your program will benefit the community of the City of Soledad and how a fee waiver will benefit your organization:

FEE WAIVER REQUEST/ SOLICITUD DE EXENCIÓN DE CUOTAS
(only for fee waiver requests) (solo para solicitudes de exención de tarifas)
EVENT FINANCIAL STATEMENT/ESTADO FINANCIERO DEL EVENTO

Organization Name/Nombre de la Organización: Líderes Campesinas

Organization Contact/Organización Contacto: Suget Lopez

Address/Dirección: 319 Lambert st, Oxnard CA 93036

E-mail/Correo electrónico: Slopez@lideresCampesinas.org **Phone/Teléfono:** (909) 730-0626

Tax ID #/Identificación del impuesto #: _____

Fiscal Year Begins/Fiscal Year Begins: _____, _____ **and Ends/y termina** _____, _____

Signature/Firme _____ **Date/Feche** _____

EVENT NAME/NOMBRE DEL EVENTO: Evento del Dia del Niño

EVENT DATE/FECHA DEL EVENTO: 4-26-2025

PURPOSE OF REVENUE FROM EVENT/ PROPÓSITO DE LOS INGRESOS DEL EVENTO:

N/A

PROJECTED REVENUE FROM EVENT/ INGRESOS PROYECTADOS DEL EVENTO:

Fundraising/ recaudación de fondos	
Donations/ Donaciones	
Admission Fees, Ticket/ Cuotas de admisión, Boleto	
Advertising Revenue/ Ingresos por publicidad	
Raffle, Auctions/ Rifas, Subastas	
Other/ Otra:	
TOTAL	

PROJECTED EXPENSES FROM THE EVENT/ GASTOS PROYECTADOS DEL EVENTO:

Entertainment/ Entretenimiento	
Advertising/ Publicidad	
Rental Equipment/ Equipo de alquiler	
Food or Catering Costs/ Costos de comida o catering	
Supplies/ Suministros	
Security Guards/ Guardias de seguridad	
Insurance/ Seguro	
Printing, Postage, Mailing/ Impresión, franqueo, correo	
Decorations/ Decoraciones	
Other/ Otra:	
Other/ Otra:	
TOTAL	

Describa cómo su programa beneficiará a la comunidad de la Ciudad de Soledad y cómo una exención de tarifas beneficiará a su organización:

Queremos que este evento sea especial para los Niños con Actividades, Regalos y Juegos. Por las situaciones que en estamos pasando emocionalmente con nuestros Niños (estres, Depresión, Ansiedad).

I have read the Facility Rental Fee Waiver policy. I am applying for a fee waiver based on the belief that my organization qualifies under the following category: (Check One)/He leído la política de exención de la tarifa de alquiler de instalaciones. Estoy solicitando una exención de tarifas basada en la creencia de que mi organización califica en la siguiente categoría: (Marque uno)

☐ **SPR Partnership** ☐ **Intergovernmental Cooperation** ☐ **City Sponsored/Co-Sponsored Program or Event**
☐ **Financial Hardship/Non-Profit** (Non-Profits requesting a rental fee waiver for financial hardship must complete and submit the following: 1) Organization Financial Statement 2) Event Financial Statement 3) Provide copy of the letter from the IRS proving non-profit status.)

☐ **Asociación SPR** ☐ **Cooperación intergubernamental** ☐ **Programa o evento patrocinado/co-patrocinado por la ciudad**
☒ **Dificultades financieras/Sin fines de lucro** (Las organizaciones sin fines de lucro que soliciten una exención de la tarifa de alquiler por dificultades financieras deben completar y enviar lo siguiente: 1) Estado financiero de la organización 2) Estado financiero del evento 3) Proporcione una copia de la carta del IRS que demuestre el estado sin fines de lucro).

Signature/Firma: Mari Flores Date/Feche: 3/6/25

OFFICE USE ONLY/SOLO USO DE OFICINA

Estimated facility fees for rental: $1600 Estimated staff fee: $245 Estimated Setup/Cleaning fee: —
Addtl Fees: $50 Estimated Discount: <$800> Total Estimated Facility/Use Fee: $1,895
Alcohol Permit: — Security Guards Required: — Security Guard Charge: —
Total fees to collect: _____ Total fees to waive: _____

Waiver Approval Required: ☐ SPR Manager ☐ City Manager ☐ City Council ☐ Established Agreement
Waiver for all fees and cost is approved: ☐ Waiver is NOT approved: ☐
Waiver for only the facilities fees is approved: ☐ (Staff, setup/cleaning fee is still being charged)

Approved By:
Signed: _____ Date: _____
Title/Position: _____

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6208, a Resolution of the City Council of the City of Soledad Accepting the Veteran's Park Recycled Water Irrigation Retrofit and Authorizing the Release of Retention in the Amount of $4,720.75**

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

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

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad Consider and Adopt Resolution No. 6208, "Accepting the Veteran's Park Recycled Water Irrigation Retrofit and Authorizing the Release of Retention in the Amount $4,270.75".

Executive Summary

Work done by Lonestar Landscape, Inc. for the Veteran's Park Recycled Water Irrigation Retrofit Project, accommodating the use of recycled water at the Park from the City's Water Reclamation Facility, has been completed and inspected. Staff is therefore recommending that the Retrofit Project be accepted and that the City release the retention payment to Lonestar Landscape, Inc.

Background

Since 2008, when the City embarked on Soledad's new Water Reclamation Facility (WRF) Project, the City has long strived to institute a complex recycled water (RW) utility enterprise in order to offset the use of a significant amount of groundwater by providing city park turf irrigation using recycled water instead of potable water. Recycled water can also be used when turf irrigation may be prohibited by the Governor during drought conditions. The WRF was completed in 2010, and the RW pipeline from the WRF to the closest city park (Veterans Park) was completed in 2019. On February 21, 2024, the City Council approved a services contract with Lonestar Landscape, Inc. in the amount of $114,825 plus a 10% Construction Contingency for a total not to exceed the amount of $126,307.50 for the Veteran's Park Irrigation Retrofit Project ("Retrofit Project"). The purpose of the Retrofit Project was the installation of a new point of connection and other related changes necessary to facilitate the use of Title 22 "tertiary" recycled water at Veteran's Park. This work included, the installation of all new purple colored (integral colored) valve boxes, sprinkler heads, and purple signs. This work also

included the separation of potable water and non-potable water to continue feeding the drinking water fountain and the restrooms. On February 21, 2024, the City Council approved a consulting services agreement with the Wallace Group for Construction Management and Inspection services for the Retrofit Project in the total amount not to exceed $44,944.40.

Review & Analysis

During the construction phase of the Retrofit Project, a minor modification was made to the project's scope of work that resulted in a reduction of the construction services contract amount. The modification was made to avoid a lengthy wait time to order an integral-colored valve box and having to remobilize the contractor to the park. The remaining work to furnish and install the integral-colored valve box will be part of the upcoming Soledad Recycled Water Conveyance Project. Public Works Staff has inspected and reported that the Retrofit Project work has been completed in accordance with project documents. Therefore, Staff is recommending that the City accept the Retrofit Project as complete and release the retention.

Financial Considerations

This Retrofit Project was initially funded through the City's Sewer Fund. However, once the City was awarded the Urban Community Drought Relief (UCDR) Grant funding, expenses shifted toward the grant as eligible expenses. Therefore, the remaining retention in the amount of $4,270.75 will be charged against the grant.

Alternatives

1. Approve the resolution as presented; or
2. Reject the proposed resolution.

Planning/CEQA

This project is categorically exempt from analysis under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15301, Class 1 - Existing Facilities, which states, the operation, repair maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use. The infrastructure to provide recycled water to Veteran's Park was completed in prior projects and this irrigation retrofit project is to establish a new point of connection at the park to begin utilizing Title 22 "tertiary" recycled water and make the necessary changes within the park as required by the State of California. As such, the proposed work is considered a minor alteration of an existing facility.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6208

RESOLUTION NO. 6208

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD ACCEPTING THE VETERAN'S PARK RECYCLED WATER IRRIGATION RETROFIT AND AUTHORIZING THE RELEASE OF RETENTION IN THE AMOUNT OF $4,270.75

WHEREAS, since 2008, when the City embarked on Soledad's new Water Reclamation Facility (WRF) Project, the City has long strived to institute a complex recycled water (RW) utility enterprise in order to offset the use of a significant amount of groundwater by providing city park turf irrigation using recycled water instead of potable water; and

WHEREAS, the WRF was completed in 2010, and the RW pipeline from the WRF to the closest City Park (Veteran's Park) was completed in 2019; and

WHEREAS, staff prepared and formally advertised through Planet Bids a formal Request for Bids from qualified individuals or firms for the Veteran's Park Recycled Water Irrigation Retrofit Project; and

WHEREAS, on February 21, 2024, the City Council approved a construction services contract with Lonestar Landscape, Inc. in the amount of $114,825 plus a 10% Construction Contingency for a total not to exceed the amount of $126,307.50 for the Veteran's Park Irrigation Retrofit Project; and

WHEREAS, Staff has inspected and reported that the Veteran's Park Irrigation Retrofit Project work has been completed in accordance with the project documents.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Soledad, that the Veteran's Park Irrigation Retrofit Project work is hereby accepted and the release of the contract retention payment to Lonestar Landscape, Inc. is hereby authorized.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of March 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

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6209, A Resolution of the City Council of the City of Soledad Approving In-Kind Services and Approving Street Closure of Soledad Street Between Front Street and Monterey Street for the Annual Soledad Historical Society Farmer's Market**

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: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No. 6209, A Resolution of the City Council of the City of Soledad "Approving In-Kind City Services and Approving the Street Closure of Soledad Street Between Front Street and Monterey Street for the Annual Soledad Historical Society Farmer's Market".

Executive Summary

The Soledad Historical Society "Society" organizes the annual Soledad Farmer's Market, which takes place from early April to October. The farmer's market comprises about 8-10 vendors offering locally sourced products such as produce, baked goods, crafts, and specialty foods. The event aims to attract visitors to the free museum while raising funds for its upkeep. The Society has applied for various permits, including temporary use, special events, and business licenses for vendors. The Society is requesting approval to close the 100th block of Soledad Street every Thursday during the event from 1:00 PM to 9:00 PM. The Public Works, Police, Fire, and Planning Departments have recommended approval, pending final approval from the Council.

Background

The Soledad Farmer's Market is a popular attraction for residents, revitalizing the downtown area and boosting the local economy. This event takes place weekly every Thursday from April 3rd to October 2nd, 2025, from 3:00 PM to 8 PM, offering a safe and enjoyable experience for the community. The Soledad Historical Society organizes and manages the event, fostering greater community participation in the museum and raising funds for its maintenance. The farmer's market also invites public agencies to take part in the event at no cost, providing the City with a valuable opportunity for community outreach.

Review & Analysis

The event will require a street closure on Soledad Street between Monterey and Front Street, as has been done in previous years. **Exhibit A** outlines the necessary closures and barricades for public safety. The applicant must first obtain permission from the City Council, which is contingent upon securing all required permits, including a temporary use permit, special event permit, and business licenses for all participating vendors. Once the Council grants approval, Public Works staff will collaborate with the applicant to ensure that barricades and signage are properly placed along the designated street closure area. The applicant will coordinate the delivery of barricades during regular work hours to minimize any disruption to City staff, ensuring a smooth and efficient process with no unnecessary delays or burdens.

The applicant is also responsible for submitting an updated insurance certificate and final vendor list prior to the event. The insurance certificate must explicitly name the City of Soledad, along with its elected and appointed officials, employees, and agents, as additional insureds. This provision ensures that the City is adequately covered under the applicant's liability policy in the event of any incidents or accidents during the event.

In addition, while the applicant has submitted a preliminary list of vendors for the Farmer's Market, a final and comprehensive list will be provided closer to the event date. This updated list will be thoroughly reviewed to ensure all participating vendors hold the appropriate business licenses as required by the City of Soledad. The City staff will assist the applicant in ensuring that all vendors are fully compliant with local licensing regulations. This collaboration will include any necessary communication with the vendors to facilitate the approval of their business licenses, ensuring that the event complies with all City regulations.

Financial Considerations

The Public Works Department is expected to coordinate with the Soledad Historical Society during the week to minimize additional staff costs for the event.

Alternatives

- Approve the Resolution as presenter; or
- Deny the Resolution of in-kind city services and the street closure of Soledad Street between Front Street and Monterey Street

Planning/CEQA

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

Public Notice Requirements

None required

Attachment(s):
Resolution No. 6209

Exhibit A

RESOLUTION NO. 6209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING IN-KIND SERVICES, AND APPROVING THE STREET CLOSURE OF SOLEDAD STREET BETWEEN FRONT STREET AND MONTEREY STREET FOR THE SOLEDAD HISTORICAL SOCIETY ANNUAL FARMER'S MARKET

WHEREAS, the Soledad Historical Society "Society" has been operating the Soledad Farmer's Market; and

WHEREAS, as past years, the Farmer's Market is hosted at the 100th Block of Soledad Street every Thursday from April 3rd, 2025, from 3:00 PM to 8:00 PM with an hour before and after for set up and take down; and

WHEREAS, the free event will include food and craft vendors, free museum access, and local agency services to benefit the community; and

WHEREAS, to accommodate for event activities and to facilitate pedestrian safety to and from the Farmer's Market, the Society have requested the closure of Soledad Street from Front Street to Monterey Street; and

WHEREAS, the Society will collaborate with the Public Works Department for in-kind services for barricades and signage to facilitate safe vehicular traffic and accommodate the street closure.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Soledad hereby approves the temporary closure of Soledad Street, from Front Street to Monterey Street, between 1:00 PM and 9:00 PM, provision of in-kind city services from the Public Works Departments.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of March 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

Community Development Department
248 Main Street
Soledad, CA 93960
Phone (831) 223-5020
Fax (831) 678-3965

Temporary Use Permit Application

SECTION 1: APPLICANT INFORMATION

Applicant: Soledad Historical Society

Address: 137 Soledad St

Phone No. [redacted] Fax No.: _____ E-Mail: graigstephens@yahoo.com

Please provide information of the Legal Property Owner below:
Owner 1: City of Soledad

Address: _____

Phone No.: _____ Fax No.: _____ E-Mail: _____

Owner 2: _____

Address: _____

Phone No.: _____ Fax No.: _____ E-Mail: _____

TUP-2500-1

SECTION 2: PERMIT INFORMATION

Project Description (please include, purpose, description of event, hours of operation etc. attach additional pages if needed): _____

SECTION 3: SITE INFORMATION

Address: 100 Block of Soledad St Zoning District: _____

APN: _____ Site Area: _____

REQUIRED SUBMITTALS: Please see "TEMPORARY USE STANDARDS REGULATIONS" attached with this sheet

I declare under penalty that I am the owner or authorized agent for this property and that the foregoing statements and answers herein and all data information, documents and evidence herewith submitted are to the best of my knowledge and believe true and correct.

_____ _____
Applicant Signature Date

_____ _____
Owner 1 Signature Date

_____ _____
Owner 2 Signature Date

Staff Use Only

Filing Fee: _____ Receipt #: _____

Date: _____ Received by: _____

SOLEDAD POLICE DEPARTMENT
SPECIAL EVENT PERMIT/PERMISO PARA UN EVENTO ESPECIAL

APPLICANT'S INFORMATION/INFORMACIÓN DEL APLICANTE:

Today's Date/Fecha de hoy: 1/14/2025

Name/Nombre: Craig R. Stephens Date of Birth/Fecha de Nacimiento: _____

Driver's License/ID #/Numero de Licencia/Id #: M0874732 Phone No./No. de Telefono: [redacted]

Height/Altura: 5'10" Hair Color/Color de Pelo: Grey Eye Color/Color de Ojos: Hazel

Address/Domicilio: [redacted]

EVENT INFORMATION/INFORMACION DEL EVENTO:

Date(s) of Event/ Fecha(s) de Evento: April 3 - Oct 2 Type of Event/Tipo de Evento: Farmers' Market Thursday

Event Location/Localizacion del Evento: 100 Block Soledad St

Time Event will begin/Hora de empiezo del Evento: 1 - 8 pm # of guests/# de invitados: _____

Time Event will end/Hora que termina el Evento: _____

Event will be/ Evento es: ☑ PUBLIC/PUBLICO ☐ PRIVATE/PRIVADO Price of admission/Precio de admision: $_____

Type of music/Tipo de muscia: ☐ BAND ☐ DJ ☐ STEREO/JUKE BOX

Invitation Req'd/Invitacion Requerida: ☐ YES/SI ☐ NO

Alcohol: ☑ NONE/NINGUNO ☐ SERVED/SERVIDO ☐ SOLD/VENDIDO

SIGNATURE OF APPLICANT
FIRMA DEL APLICANTE: Craig R. Stephens Date/Fecha: 1/14/2025

****Security contract and $31.00 fee must be turned in along with this form for approval****
Security guards must be at event ½ hour before event begins and ½ hour after it ends. One security guard for every 50 guests.

**** El contrato de seguridad y $31.00 deberá ser entregada junto con este formulario de aprobación ****
Guardias de seguridad deben estar en el evento ½ hora antes de que comience el evento y ½ hora después de que termina.
Un guardia para cada 50 inviados.

****

OFFICIAL USE ONLY

☐ PAID

Restrictions: Obay all traffic laws Number of Security Officers required: 0

Signature of Supervisor Authorizing: Damon Wasson Date: 02/25/25
Damon Wasson (Feb 25, 2025 08:53 PST)

Revised: 8/19/2020

CITY OF SOLEDAD
COMMUNITY DEVELOPMENT DEPARTMENT
248 MAIN STREET
SOLEDAD, CALIFORNIA 93960
(831) 223-5020

TEMPORARY USE STANDARD REGULATIONS

This approval is issued pursuant to the City of Soledad Zoning Ordinance, Municipal Code, Section 17.42.010 for the following use and dates and is subject to the conditions listed below. The violation of these rules may result in the issuance of an infraction citation (ticket) by the Police Department of Community Development Department.

Proposed Use or Activity: Farmers' Market

Location of Use or Activity (APN No., Address and Map of Site) 100 Block Soledad St

Dates and Hours of Use of Activity: Thursdays April 3 – Oct 2 1-8pm

1) This authorization applies only to the physical site, uses and activities described above, and only for the dates and hours requested.

2) The applicant agrees to indemnify and hold the City harmless from any claim or injury, personal loss, or damage in connection with the requested use, and any use of public property or right of way that has authorized.

3) The applicant shall maintain the site of the use or activity, and any public right of way that may also be used, in a neat and clean condition at all times, and shall, within two hours of the end of the activity on each day of operation, clean the site of all refuse, equipment, or furniture or other materials and restore the site to its condition prior to the initiation of the use or activity. Failure to comply with this requirement may result in the City of Soledad cleaning the site or contracting for such cleaning and the applicant agrees to be responsible for payment of any costs incurred by the City for such work.

4) Any damage to public property including sidewalks, curb, gutter, street signs, etc. shall be repaired by the applicant within one week of such damage, or reimbursement of the full cost of such repairs shall be made to the City within one week of submittal by the City of an invoice to the applicant.

5) All uses or activities authorized by this approval shall be conducted in a manner consistent with protection of the public health, safety and welfare and enjoyment of the adjacent properties. Loud noise, glare, vibrations or odors are not allowed.

6) Applicant is responsible for obtaining any applicable Building Permit or Health Department Permits that may be required, and complying with any other requirements of law.

I have read the regulations stated above and understand them.

Name (Print): Craig R. Stephens Signature: Craig R Stephens

Phone No.: 831-678-3504 Date: 1/14/2025

- Office Use Only -

Community Development Department Approval

Approved By: Ariana Mora Date: 02/27/25

Soledad Police Department Approval

Approved By: Damon Wasson Damon Wasson (Feb 25, 2025 08:53 PST) Date: 02/25/25

Public Works Department Approval

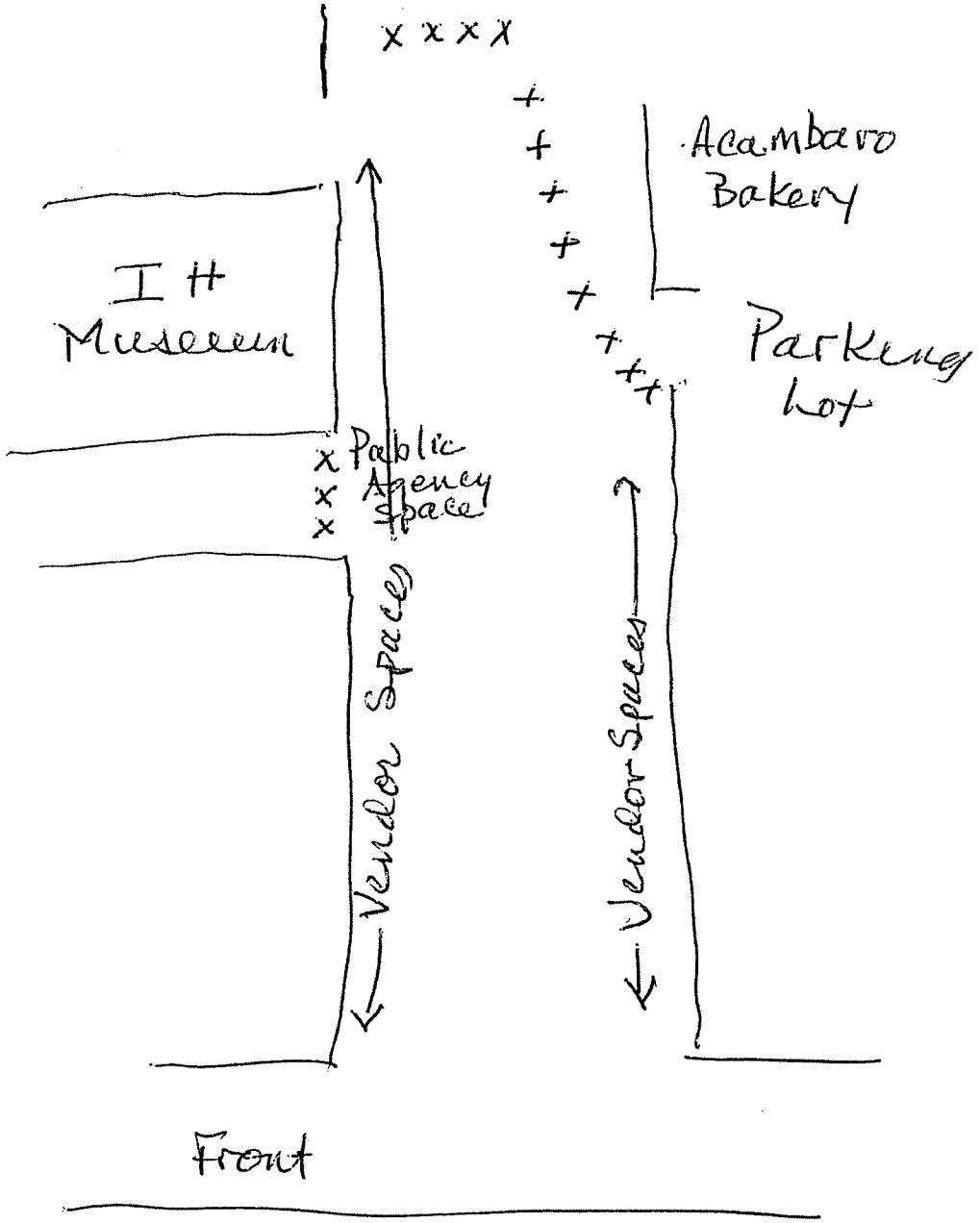
Approved By: DONALD WILCOX (Feb 25, 2025 08:50 PST) Date: 02/25/25

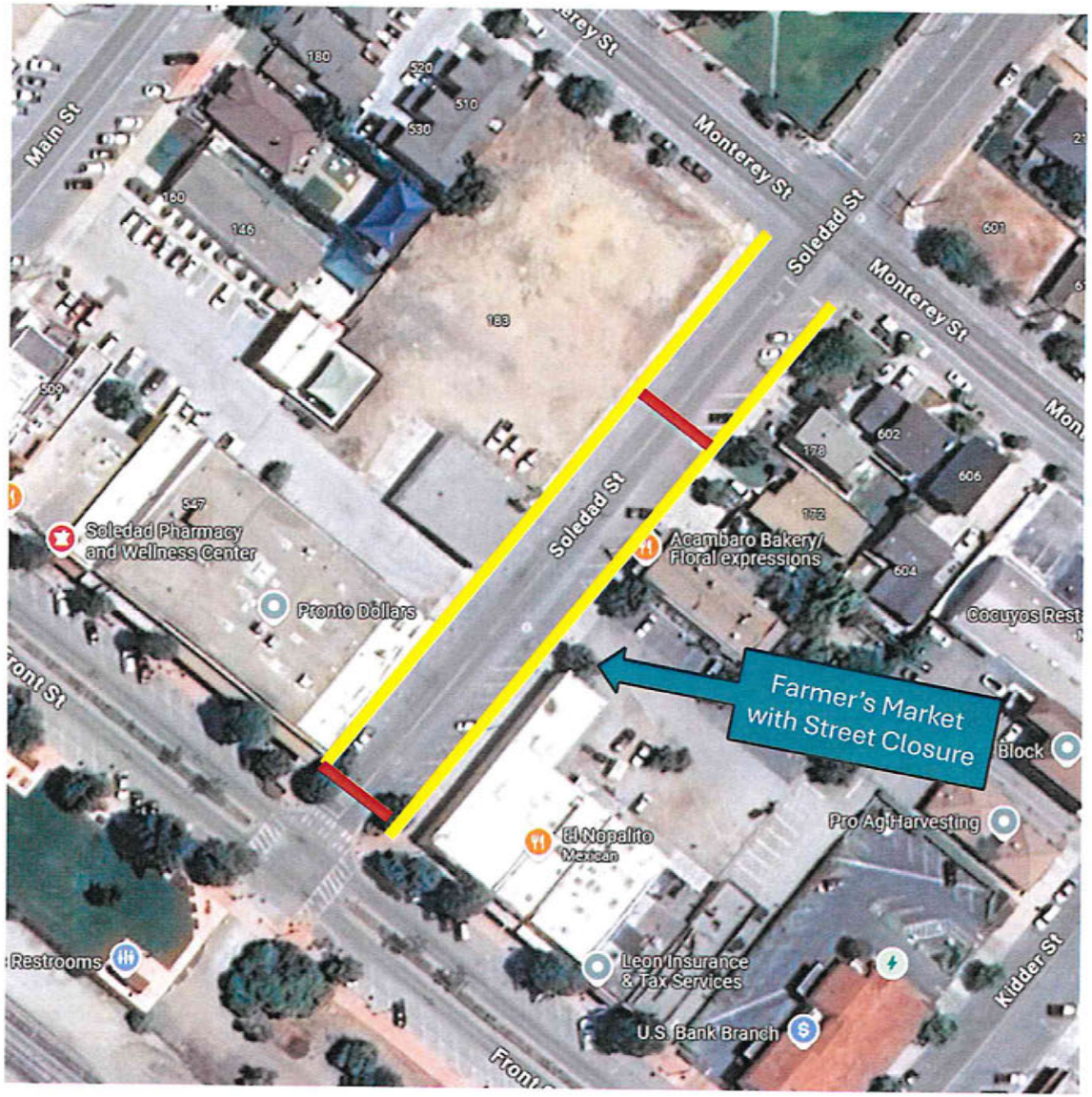
Fire Department Approval

Approved By: Jason Luckenbach (Feb 25, 2025 12:46 CST) Date: 02/25/25

Soledad Historical Society Vendors 2025

Vendor	Current Health Dept.	Insurance for Soledad Historical Society	City Business License
3 Pop Kettle	NEED UPDATED	Need	Active
El Taquero	CURRENT	Need	Active
Champion Corn	NEED UPDATED	Need	DID NOT PROCESS RENEWAL
Ortega Produce	NEED UPDATED	Need	Active
Wings Uncommon	NEED UPDATED	Need	Active
Jaden's Kettle Corn	NEED UPDATED	Need	Active
Dulce Pensamiento	NEED UPDATED	Need	Active
Coco Las Islas	NEED UPDATED	Need	DID NOT PROCESS RENEWAL
Flora's Farms	Not Needed	Need	DID NOT PROCESS RENEWAL
Noe's Churros	NEED UPDATED	Need	DID NOT PROCESS RENEWAL
Personal Touches	Not Needed	Need	


Acambaro Bakery
Parking Lot
Public Agency Space
Vendor Spaces
Vendor Spaces
Front


Main St
Monterey St
Soledad St
Monterey St
Soledad St
Front St
180
520
510
530
160
146
188
509
547
602
606
178
172
604
601
Soledad Pharmacy and Wellness Center
Pronto Dollars
Acambaro Bakery/ Floral expressions
Cocuyos Rest
Farmer's Market with Street Closure
Block
Pro Ag Harvesting
El Nopalito Mexican
Restrooms
Leon Insurance & Tax Services
U.S. Bank Branch
Kidder St

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pro Insurance Campbell Risk Management 9595 Whitley Drive, Suite 70 Indianapolis, IN 46240 Larry Spilker Ext 20	**CONTACT NAME:** Larry Spilker ext 203 **PHONE (A/C, No, Ext):** 317-848-9075 **FAX (A/C, No):** 317-848-9095 **E-MAIL ADDRESS:** lspilker@campbellrisk.com **INSURER(S) AFFORDING COVERAGE** **NAIC #** **INSURER A:** HANOVER INSURANCE GROUP 22292 **INSURER B:** **INSURER C:** **INSURER D:** **INSURER E:** **INSURER F:**
INSURED The Soledad Historical Society PO Box 598 Soledad California 93960	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
X	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR	X	X	AAM6102 LHW D481967 - 05	06/01/2024	06/01/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 4,000,000
X	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS / HIRED AUTOS / NON-OWNED AUTOS						BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N / N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's operation. Blanket additional Insured applies per coverage form 421-2915 06 15. Certificate holder, if any, is hereby an additional insured.

CERTIFICATE HOLDER	CANCELLATION
City of Soledad 248 Main Street Soledad, CA 93960	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** John C. Campbell

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CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6210, A Resolution of the City Council of the City of Soledad Approving Amendment No. 2 to Extend the Term of the 2045 General Plan Update Professional Services Agreement with PlaceWorks Inc. to December 31, 2026**

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: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and approve Resolution No. 6210, "Approving Amendment #2 to Extend the Term of the 2045 General Plan Update Professional Services Agreement with PlaceWorks Inc. to December 31, 2026."

Executive Summary

PlaceWorks Inc. has been serving as the consultant for the General Plan Update for the City of Soledad since 2022. In December 2024, the City Council approved Amendment No. 1 to the PlaceWorks contract, which added work related to efforts for Housing Element Implementation. Staff is proposing a new amendment to extend the contract term until December 31, 2026. This extension will allow PlaceWorks to continue to provide City staff with much-needed assistance to implement housing programs in line with the newly adopted 2023-2031 Housing Element and achieve completion of the General Plan Update by January 2026.

Background

On October 5, 2022, the City Council authorized the City Manager to execute an agreement with PlaceWorks for consulting services to update the City's General Plan and Housing Element, effective from January 1, 2023, through April 1, 2025. These documents guide the future growth and development of a city, county, or region and serve as the community's blueprint for land use, infrastructure, housing, transportation, environmental protection, and public services over a typical planning period. In California, cities and counties are legally required to adopt a General Plan and Housing Element.

The Community & Economic Development Department (CED) is leading the update of the General

Plan, known as Siempre Soledad. This effort involved assessing data needs, conducting community engagement, and holding stakeholder meetings. The goal is to gather input on existing conditions, community needs, and local preferences to craft the new 2045 General Plan Update.

As the project progressed, City staff identified additional tasks that required PlaceWorks' expertise to ensure the successful completion of the 2045 General Plan update and the implementation of the 2023–2031 Housing Element. In December 2024, City staff proposed Amendment No. 1 to the consulting agreement, which would utilize REAP 2.0 funding to expand PlaceWorks' scope of work to facilitate critical zoning updates and revisions to the Downtown Specific Plan. The work currently being conducted by PlaceWorks is in line with the overall goals of the General Plan and the Housing Element, thereby supporting Soledad's long-term objectives for housing and community development.

Review & Analysis

At the time of this report, $504,871.22 remains unused from the existing contract. Given the continued activity for the General Plan and Housing Element Implementation, the City reached out to PlaceWorks to inquire about extending the contract term. PlaceWorks submitted the attached letter and has proposed an agreement to extend services to December 31, 2026.

Upon approval of the contract extension, PlaceWorks and CED plan to complete draft maps for review. CED is finalizing the City's Land Use Map, as a result of finalizing the land use alternatives back in December 2024. The Land Use Map is a key component of the General Plan, as it visually illustrates how land within the city is intended to be used. It serves as a guide for policymakers, developers, and the public, offering insight into the long-term vision for growth and development. The draft map will need to be reviewed and recommended for approval by the Planning Commission before it is presented to the City Council for final approval. Once approved, the map will guide PlaceWorks and CED in completing the first draft of the General Plan Update.

CED is also actively working to implement the Housing Element programs. If the contract extension is approved, PlaceWorks will continue assisting with the implementation of key Housing Element programs, including promoting higher-density and mixed-use development to meet both state and local housing goals. By ensuring compliance with state mandates, including fair housing objectives and CEQA requirements, continued consulting services will position the City of Soledad for sustainable growth while addressing the community's housing and development needs.

Financial Considerations

The total contract amount with PlaceWorks Inc. approved by Resolution No.5877 in 2022 was $997,980. An additional $79,900 was allocated from REAP 2.0 Funds through Amendment No. 1 through Resolution No. 6178 totaling to $1,077,880. Because there is a remaining balance of $504,871.22 in this contract with PlaceWorks, no additional funds from the City of Soledad are required.

Alternatives

- Approve the contract amendment
- Do not approve the contract amendment and provide other direction to staff

Planning/CEQA

The proposed planning services agreement 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, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

Public Notice Requirements

None required

Attachment(s):
Resolution No. 6210
Exhibit A- PlaceWorks Amendment No. 2
Attachment A- PlaceWorks Consulting Services Agreements
Attachment B- PlaceWorks Extension and Schedule

RESOLUTION NO. 6210

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AMENDMENT NO. 2 TO EXTEND THE TERM OF THE 2045 GENERAL PLAN UPDATE PROFESSIONAL SERVICES AGREEMENT WITH PLACEWORKS INC. TO DECEMBER 31, 2026

WHEREAS, on January 1, 2023, the City entered into a Professional Services Agreement ("Contract') with PlaceWorks Inc. ("PlaceWorks") to provide General Plan and Housing Element Services to the City; and

WHEREAS, in December 2024, the City Council approved Contract Amendment No. 1 through Resolution No. 5877 amending the scope of services to include housing element implementation to help comply with the REAP 2.0 grant; and

WHEREAS, the budget for the Contract and Amendment No. 1 remains unchanged, and in light of the ongoing need to complete the General Plan Update and Housing Element Implementation, staff recommends, and PlaceWorks has agreed to, Amendment No. 2, which extends the term of PlaceWork's contract without authorizing any additional funding.

NOW THEREFORE, BE IT HEREBY RESOLVED by the City Council of the City of Soledad that the Council approves Amendment No. 2 to a Professional Services Agreement between the City and PlaceWorks Inc. that will extend the term of the current contract through December 31, 2026, a copy of which is attached hereto as **Exhibit A** and by this reference incorporated herein, and the City Manager is authorized and directed to execute the same on behalf of the City.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Soledad duly held on the 19th day of March 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

March 19, 2025

CONTRACT AMENDMENT NUMBER 2
TO THE CONTRACT TITLED:

CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF SOLEDAD AND PLACEWORKS INC. TO PROVIDE CONTRACT PLANNING SERVICES FOR THE CITY'S 2045 GENERAL PLAN UPDATE

On March 19th, 2025, the City Council of the City of Soledad Adopted Resolution No. 6210, "Approving Amendment No. 2 to Extend the Term of the 2045 General Plan Update Professional Services Agreement with PlaceWorks Inc. to December 31, 2026."

By this Amendment:

1. The Consulting Services Agreement between the City of Soledad and PlaceWorks, Inc., dated October 5, 2022, shall be amended to extend services as described in Exhibit B attached herein until December 31, 2026.

2. Unless otherwise stated herein, all other terms and conditions of the Professional Services Agreement with PlaceWorks Inc. shall remain in full force and effect throughout the extended term.

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

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

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

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

1.1 Term of Services. The term of this Agreement shall begin on the Effective Date and shall end on April 1, 2025, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

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

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

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

1.5 Public Works Requirements.

Intentionally Left Blank

Section 2. COMPENSATION. City hereby agrees to pay Consultant a not-to-exceed amount of $1,169,051.00, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit A, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

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

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

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

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

2.3 **Final Payment.** City shall withhold $40,000.00 of the total sum due pursuant this Agreement and shall pay the same within 60 days after completion of all services and submittal to City of a final invoice if all services required have been satisfactorily performed.

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

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

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

2.6 **Reimbursable Expenses.** Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.

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

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. Verification of the required insurance shall be submitted and made part of this Agreement prior to execution. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

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

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

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

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

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

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

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

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

4.3 Professional Liability Insurance.

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

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 **Verification of coverage.** Prior to beginning any work under this Agreement, Consultant shall furnish City with a complete copy of the certificate of insurance delivered to Consultant by the insurer. Certificates of insurance shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. If the Certificate of Insurance refers to the policy and it is necessary as a reference, then the City will reserve the right to require complete copies of all required insurance policies at any time.

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

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

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

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

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

- Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or

- Terminate this Agreement.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

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

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

7.5 **Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee,

applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

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

Section 8. TERMINATION AND MODIFICATION.

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

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

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

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

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

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in a given task order not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in a given task order that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement.

Section 10 MISCELLANEOUS PROVISIONS.

10.1 Attorneys' Fees. If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 Venue. In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.

10.3 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 No Implied Waiver of Breach. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 Use of Recycled Products. Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 Conflict of Interest. Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands

that, if this Agreement is made in violation of Government Code § 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Bryan Swanson, Community and Economic Development Director ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

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

Any written notice to City shall be sent to:

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

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

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

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibit A represents the entire and integrated agreement between City and

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

CITY OF SOLEDAD

Brent M. Slama, City Manager

Attest:

Brent M. Slama, City Clerk

Approved as to Form:

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

Michael Rodriquez, City Attorney

Placeworks, Inc.

Charlie Knox, Principal

EXHIBIT A







August 16, 2021

Proposal for Services

CENTENNIAL GENERAL PLAN UPDATE

for the City of Soledad

PLACEWORKS

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PLACEWORKS

PLACEWORKS

August 16, 2021

Proposal for Services

CENTENNIAL GENERAL PLAN UPDATE

for the City of Soledad

Submitted By:

PlaceWorks

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

In Association With:

BAE Urban Economics

Kimley Horn & Associates

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BUDGET PROPOSAL *UNDER SEPARATE COVER*

CONSULTANT TEAM QUALIFICATIONS

PlaceWorks
BAE Urban Economics
Kimley Horn & Associates

Chapter 1.
Introduction/Transmittal Letter

August 16, 2021

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

Re: Proposal to Prepare the Soledad General Plan Update

Dear Bryan:

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

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

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

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

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

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

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

Sincerely,
PLACEWORKS

Charlie Knox, AICP
Principal

Amy Sinsheimer
Senior Associate

Chapter 2.
Executive Summary

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

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

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

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

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

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

Chapter 3.
Background and Experience

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

Recent Projects

PlaceWorks

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

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

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

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

Services by Discipline

Community Planning

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

Environmental Services

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

Design

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

Landscape Architecture

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

Economics

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

Dates of Work	September 2018 - December 2020

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

Reference	Brent Slama, City Manager, City of Soledad 248 Main Street, Soledad, CA 93960 831.223.5043 | bslama@cityofsoledad.com
Contract Amount	$106,489
Dates of Work	November 2020 – In Progress

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

Reference	Abraham Prado, Interim Development Services Director, City of Hollister 339 Fifth Street, Hollister, CA 95023 831.636.4360, ext. 1211 | abraham.prado@hollister.ca.gov
Contract Amount	$1,403,698
Dates of Work	February 2020 – In Progress

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

Reference	Stacy Souza Elms, Community & Economic Development Director, City of Los Banos 520 J Street, Los Banos, CA 93635 209.827.2433 | stacy.souza@losbanos.org
Contract Amount	$648,075
Dates of Work	November 2017 – In Progress

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

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

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

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

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

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

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

Contract Amount	$41,800
Dates of Work	March – November 2018

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

Reference	Lisa Rheinheimer, Director of Planning and Marketing, Monterey-Salinas Transit 19 Upper Ragsdale Drive, Suite 200, Monterey CA 93940 831.264.5874 | lrheinheimer@mst.org
Contract Amount	$63,000
Dates of Work	November 2019 – In Progress

BAE Urban Economics

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

Reference	Mark McDowell, Deputy Director, Planning and Engineering Division, City of Stockton 400 E. Main Street, 4th Floor, Stockton, CA 95202 209.937.8690 | Michael.McDowell@stocktonca.gov
Contract Amount	$195,000
Dates of Work	March 2016 – November 2020

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

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

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

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

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

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

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

Kimley Horn & Associates

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

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

Reference	Taylor Bateman, Community Development Director, City of Scotts Valley 1 Civic Center Drive, Scotts Valley, CA 95066 831.440.5633 | tbateman@scottsvalley.org
Contract Amount	$640,000
Dates of Work	February 2014 – In Progress

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

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

Reference	Katie Herlihy, Community Development Director, City of Capitola 420 Capitola Ave, Capitola, CA 95010 831.475.7300 | kherlihy@ci.capitola.ca.us
Contract Amount	$30,000
Dates of Work	February 2014 – In Progress

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

Reference	Mike Novo, Interim Housing and Community Development Director, Monterey County 168 West Alisal St., 1st Floor, Salinas CA 93901 831.755.5390 | novom@co.monterey.ca.us
Contract Amount	$195,000
Dates of Work	September 2007 – January 2013

INSURANCE COVERAGE SUMMARY

PlaceWorks
Insurance Summary for 2020-2021

Commercial General Liability Insurance

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

Professional Liability/Contractors' Pollution Insurance

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

Automobile Liability Insurance

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

Worker's Compensation /Employer's Liability Insurance

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

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

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

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

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

Cyber Liability Insurance

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

Chapter 4.
Personnel/Professional Qualifications

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

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

PLACEWORKS

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

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

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

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

FIGURE 1 ORGANIZATION CHART



Key Staff

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAE Urban Economics

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

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

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

Key Staff

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

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

KIMLEY HORN & ASSOCIATES

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

Key Staff

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

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

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

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

Chapter 5.
Specialized Knowledge

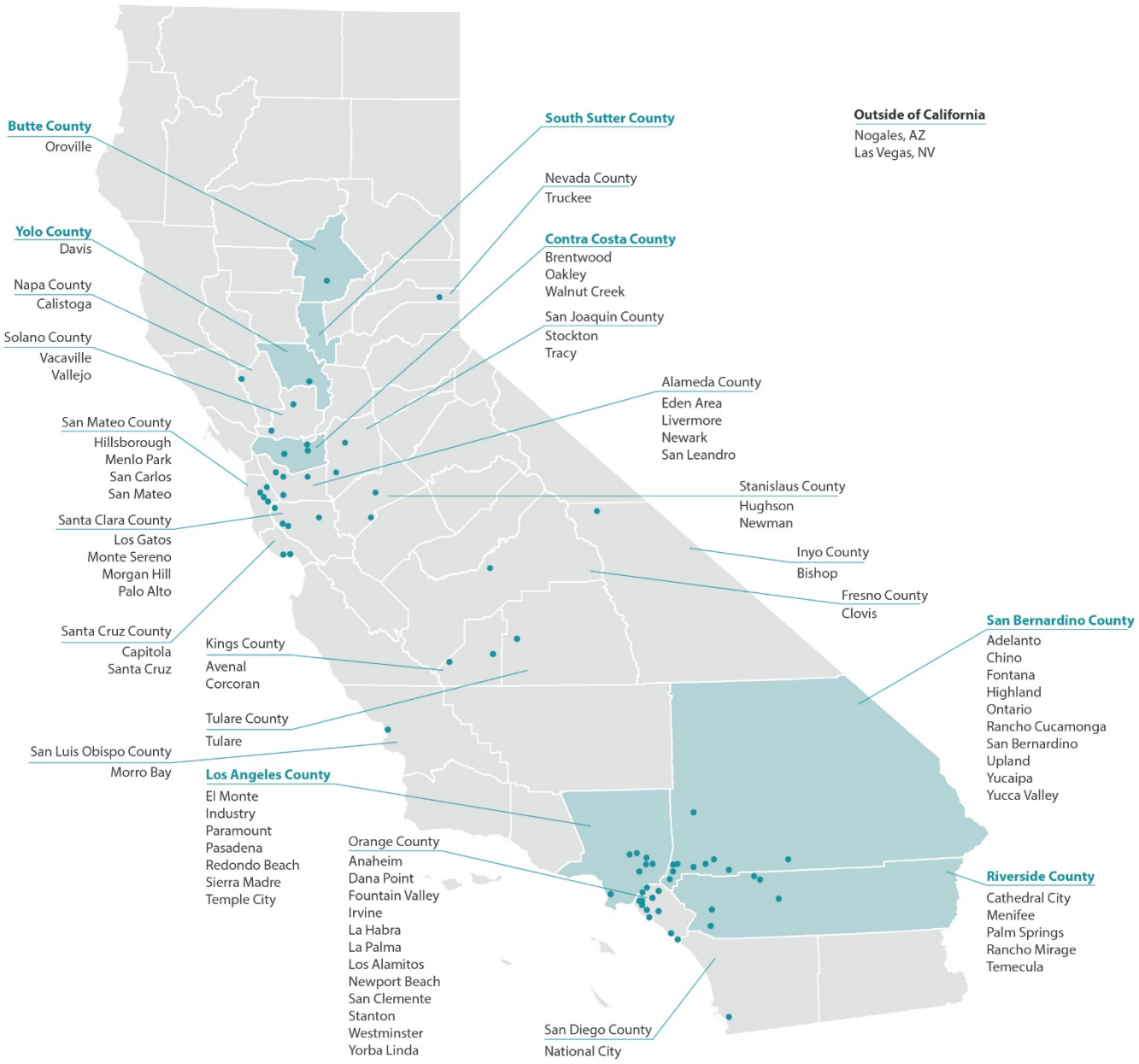
General Plan Expertise

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

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

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

FIGURE 2 GENERAL PLAN EXPERIENCE



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

Visioning and Public Outreach

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

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

The General Plan Update outreach and engagement will:

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

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

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

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

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

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

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

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

Chapter 6.
Scope of Work

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

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

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

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

A. Startup, Management, and Online Presence

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

A.1 Kick-Off Meeting and Tour

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

A.2 Data Collection and GIS Basemap

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

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

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

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

The focus of this task will be to:

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

A.3 Planning Commission/City Council Study Session

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

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

A.4 GPAC Initiation Meeting

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

A.5 Ongoing Project Management

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

A.6 Project Webpage and Online Engagement

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

Task A Deliverables:

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

B. Existing Conditions Technical Memos

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

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

B.1 Land Use and Circulation

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

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

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

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

B.2 Demographics and Economics

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

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

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

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

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

B.3 Infrastructure and Utilities

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

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

B.4 GPAC Presentation

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

Task B Deliverables:

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

C. Vision and Values

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

C.1 Briefing Book

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

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

C.2 Economic Development Focus Group

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

C.3 Agency Coordination

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

C.4 GPAC Presentation

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

C.5 Community Event



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

C.6 Planning Commission/City Council Presentation

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

Task C Deliverables:

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

D. General Plan Update

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

D.1 Outline, Format, and Policy Audit

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

D.2 Draft Alternatives

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

D.3 GPAC Presentation

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

D.4 Community Event

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

D.5 Planning Commission/Council Consideration

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

Task D Deliverables

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

E. Preferred Alternative and Draft General Plan

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

E.1 GPAC Presentation

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

E.2 Community Event

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

E.3 Draft General Plan

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

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

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

a. Climate Change

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

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

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

- Climate Vulnerability Assessment

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

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

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

b. Draft Elements

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

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

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

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

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

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

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

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

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

E.4 Implementation Plan and Priorities

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

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

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

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

E.5 Zoning Consistency Analysis

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

Task E Deliverables

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

F. Environmental Impact Report (EIR)

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

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

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

a. Notice of Preparation

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

b. Tribal Consultation

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

c. Scoping Meeting

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

d. Project Description

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

e. Environmental Analysis

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

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

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

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

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

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

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

F.2 Draft EIR and Notice of Completion

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

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

F.3 Open House

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

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

F.4 Public Hearing on Draft EIR

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

F.5 Final EIR and Mitigation Monitoring and Reporting Program

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

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

Task F Deliverables

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

G. Public Review and Adoption

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

G.1 Summary of Revisions to the Draft General Plan

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

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

G.2 Findings

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

G.3 Certification and Adoption Hearings

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

G.4 Final General Plan

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

Task G Deliverables

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

Chapter 7.
Schedule

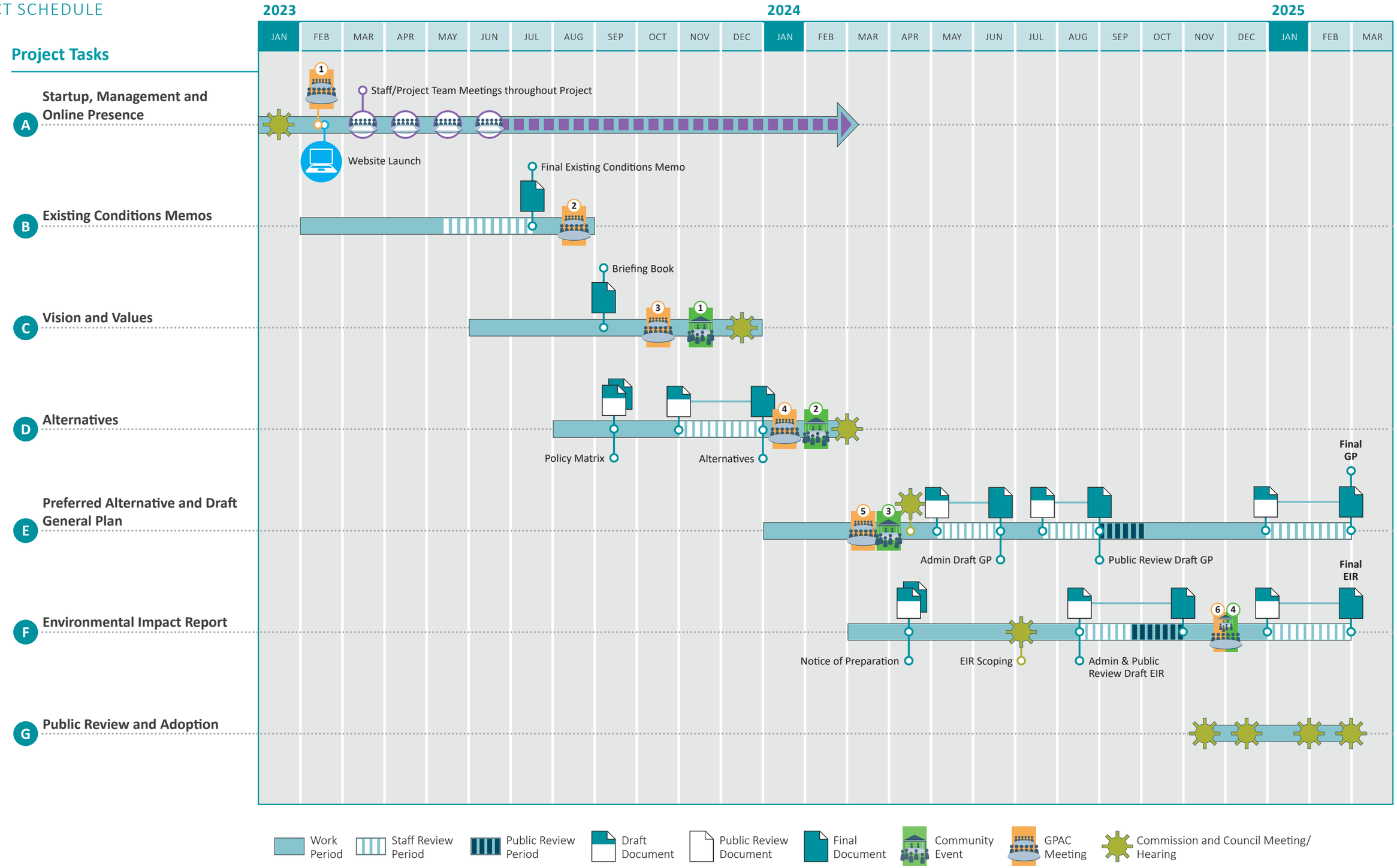
PlaceWorks' proposed schedule for completion of the General Plan Update is shown in **Figure 3.** We believe this schedule is in keeping with your needs, but we are happy to revise this schedule if necessary.

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

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

SOLEDAD GENERAL PLAN UPDATE

PROJECT SCHEDULE



Chapter 8.
LITIGATION HISTORY

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

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

Chapter 9.
REFERENCES

Scot Graham, Community Development Director
City of Morro Bay
955 Shasta Avenue, Morro Bay, CA 93442
805.772.6291 | sgraham@morrobayca.gov

Stephanie Ocasio, Assistant Community Development Director
City of Stockton
425 N El Dorado Street, Stockton, CA 95202
209.937.8544 | stephanie.ocasio@stocktonca.gov

Heather Adamson, Principal Planner
Association of Monterey Bay Area Governments
445 Reservation Road, Suite G, Marina, CA 93933
831.264.5086 | hadamson@ambag.org

Amy Lyle, Supervising Planner, Advance Planning
City of Santa Rosa
100 Santa Rosa Avenue, Room 3, Santa Rosa, CA 95404
707.791.5533 | Alyle@srcity.org

Quincy Yaley, AICP, Director
Tuolumne County, Community Development Department
2 South Green Street. Sonora, CA 95310
209.533.5633 | qyaley@co.tuolumne.ca.us

RESUMES



CHARLIE KNOX, AICP

Principal

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

HIGHLIGHTS OF EXPERIENCE

COMPREHENSIVE PLANNING

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

SPECIFIC PLANS AND ZONING

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

ENTITLEMENTS

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

MUNICIPAL ADMINISTRATION

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

EDUCATION

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

CERTIFICATIONS

» American Institute of Certified Planners

AFFILIATIONS

» American Planning Association
» Bay Area Planning Directors Association

Team member since 2013

PLACEWORKS

CHARLIE KNOX
Principal
cknox@placeworks.com

PUBLIC WORKS PROJECTS

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

SUSTAINABILITY INITIATIVES

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

PUBLICATIONS

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

SPEAKING ENGAGEMENTS

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

LEADERSHIP & COMMUNITY

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

TEACHING

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

AWARDS

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



AMY SINSHEIMER, AICP

Senior Associate

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

HIGHLIGHTS OF EXPERIENCE

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

PRIOR EXPERIENCE

HOUSING ELEMENT UPDATES

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

EDUCATION

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

CERTIFICATIONS

» American Institute of Certified Planners #021534

AFFILIATIONS

» American Planning Association
» California Nativve Plant Society

Team member since 2018

AMY SINSHEIMER
Senior Associate
asinsheimer@placeworks.com

HOUSING IMPLEMENTATION – ZONING ORDINANCE AMENDMENTS

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

OTHER PROJECTS

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

AWARDS

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



ANGELICA GARCIA

Project Planner

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

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

HIGHLIGHTS OF EXPERIENCE

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

PRIOR EXPERIENCE

CITY OF VACAVILLE | PLANNING TECHNICIAN

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

ACTIVITIES

APA 2017-PRESENT

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

EDUCATION

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

AFFILIATIONS

» American Planning Association (APA)

Team member since 2020

PLACEWORKS



ANGELICA GARCIA

Project Planner

agarcia@placeworks.com



PATRICK HINDMARSH

Senior Associate

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

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

HIGHLIGHTS OF EXPERIENCE

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

PRIOR EXPERIENCE

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

EDUCATION

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

AFFILIATIONS

» Association of Environmental Professionals (AEP)

Team member since 2020

PLACEWORKS

PATRICK HINDMARSH

Senior Associate

phindmarsh@placeworks.com

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



JOSHUA CARMAN, INCE-USA

Senior Associate, Noise & Vibration

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

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

HIGHLIGHTS OF EXPERIENCE

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

PRIOR EXPERIENCE

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

EDUCATION

» BA, Environmental Studies
University of California, Santa Cruz

CERTIFICATIONS

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

AFFILIATIONS

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

Team member since 2018

PLACEWORKS

JOSHUA CARMAN

Senior Associate

jcarman@placeworks.com

Silverdale WA

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



TAMMY L. SEALE

Principal

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

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

HIGHLIGHTS OF EXPERIENCE

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

EDUCATION

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

AFFILIATIONS

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

Team member since 2017

PLACEWORKS

TAMMY L. SEALE
Principal
tseale@placeworks.com

PRIOR EXPERIENCE

CLIMATE ACTION AND ADAPTATION PLANS

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

OTHER CLIMATE ACTION AND RESILIENCY PROJECTS

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

PUBLICATIONS

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

AWARDS

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

SPEAKING ENGAGEMENTS & TEACHING

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



JOANNA JANSEN, AICP, LEED AP

Principal

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

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

HIGHLIGHTS OF EXPERIENCE

COMPREHENSIVE PLANNING

» Palo Alto Comprehensive Plan Amendment and EIR, Palo Alto CA
» San Mateo General Plan Update, San Mateo CA
» Contra Costa County General Plan Update and EIR, Contra Costa County CA
» Morgan Hill 2035, Morgan Hill CA
» Los Banos General Plan Update 2040, Los Banos CA
» Vacaville General Plan Update and EIR, Vacaville CA
» San Leandro General Plan Update, Housing Element, and EIR, San Leandro CA
» Los Gatos General Plan Update, Housing Element, and EIR, Los Gatos CA
» Corcoran General Plan Update, Corcoran CA
» Tulare TOD Plan and General Plan Amendment, Tulare CA
» Butte County General Plan Update and EIR, Butte County CA
» Oroville General Plan and Development Code Update and EIR, Oroville CA
» Yolo County General Plan Update, Yolo County CA
» Newman General Plan Update and EIR, Newman CA
» Napa County Housing Element Update, Napa CA
» Seaside Housing Element Update, Seaside CA
» Livermore General Plan, Livermore CA
» Napa County Housing Element Update and EIR, Napa County CA

PUBLIC PARTICIPATION

» SamTrans 101 Express Bus Plan, San Mateo CA
» C/CAG PDA Parking Policy Technical Assistance Program, San Mateo CA
» Emeryville Parking Pricing Program, Emeryville CA
» Downtown Livermore Facilitation Services, Livermore CA
» Portola Valley Outreach and Engagement Tools, Portola Valley CA
» Albany and San Leandro Parking Management Plans, Alameda County CA
» Vehicle Registration Fee Expenditure Plan and Public Outreach, Alameda County CA

EDUCATION

» BA, History, University of Arkansas, Fayetteville, AR

CERTIFICATIONS

» American Institute of Certified Planners
» Leadership in Energy and Environmental Design Accredited Professional

AFFILIATIONS

» American Planning Association

Team member since 1999

PLACEWORKS

JOANNA JANSEN
Principal
jjansen@placeworks.com

- Vehicle Registration Fee Public Outreach, Contra Costa County CA
- Northeast Livermore Public Facilities and Programs Planning, Livermore CA
- City/County Association of Governments of San Mateo County PLACE3S Modeling, San Mateo County CA
- Bay Area Regional Smart Growth Strategy, San Francisco Bay Area CA
- Measure J Outreach, Facilitation, and Strategic Planning, Contra Costa CA
- La Honda Creek Open Space Preserve Master Plan, La Honda CA
- Livermore Vision Project, Livermore CA

SUSTAINABILITY

- Butte County Solar Guide, Butte County CA
- Los Gatos Sustainability Plan, Los Gatos CA
- Los Gatos Bicycle and Pedestrian Master Plan, Los Gatos CA
- Vacaville Energy and Conservation Action Strategy, Vacaville CA
- Newman Non-Motorized Transportation Plan, Newman CA
- Avenal General Plan and Sustainability Implementation Programs, Avenal CA

ENVIRONMENTAL REVIEW

- Pigeon Point State Park General Plan IS/MND, Pescadero CA
- Concord Hills Regional Park Land Use Plan and EIR, Concord CA
- Brighton Landing EIR, Vacaville CA
- Downtown Vallejo Specific Plan and Virginia Street Mixed-Use Project EIR, Vallejo CA
- Crocker Art Museum Expansion EIR, Sacramento CA
- Siena Hill EIR, Oakland CA
- Mission Square EIR, Sonoma CA
- Codornices Creek Initial Study, Albany CA
- Marbella Subdivision Focused EIR, South San Francisco CA
- Seismic Replacement Building #1 EIR, University of California Berkeley
- Corte Madera Housing Element EIR, Corte Madera CA
- Ames Research Center EIS, Mountain View CA
- Oyster Point Boulevard Initial Study, South San Francisco CA

SPEAKING ENGAGEMENTS

- "The Envelope, Please! Determining Appropriate Buildout," 2017 AEP California Conference, San Francisco, CA
- "Net Zero Trips: Fact or Fiction," 2016 APA California Conference, Pasadena, CA
- "Planning for Utility-Scale Solar Facilities," 2016 APA California Conference, Pasadena, CA
- "Meaningful Input in 10 Minutes or Less," 2014 APA California Conference, Anaheim, CA
- "Plan Implementation Tools," UC Davis Extension, Land Use and Environmental Planning Certificate Program, 2010
- "Using Steering Committees Effectively," 2008 APA California Conference, Burbank CA

AWARDS

- 2018 Hard-Won Victory Award of Merit, APA CA Northern Section, Palo Alto Comprehensive Plan Update
- 2017 AEP Merit Award, Butte County Utility-Scale Solar Guide
- 2016 Planning Award for Hard-Won Victories, APA California Chapter, Vacaville General Plan Update
- 2011 Outstanding Comprehensive Planning for a Small Jurisdiction, APACA Sacramento Valley Section, Butte County General Plan Update and EIR
- 2003 Comprehensive Planning Award for a Small Jurisdiction, APA CA Northern California Section, Livermore Vision Project and General Plan
- 2003 NASA Group Achievement Award, Ames Research Center EIS



ELI KRISPI

Senior Associate

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

HIGHLIGHTS OF EXPERIENCE

CLIMATE ACTION PLANNING AND IMPLEMENTATION

- Butte County Climate Action Plan, Butte County, CA
- Contra Costa County Climate Action Plan, Contra Costa County, CA
- East Bay Regional GHG Inventory, East Bay Energy Watch
- Lancaster Climate Action Plan, Lancaster, CA
- Merced Programmatic Climate Action Plan, Merced, CA
- Mono County Resource Efficiency Plan, Mono County, CA
- Placer County Sustainability Plan, Placer County, CA
- San Bernardino County Renewable Energy Element, San Bernardino County, CA
- San Carlos Climate Mitigation and Adaptation Plan, San Carlos, CA
- San Gabriel Valley Council of Governments Energy Action Plans, San Gabriel Valley, CA
- San Leandro GHG Strategy, San Leandro, CA
- San Luis Obispo County Renewable Energy Streamlining Program, San Luis Obispo County, CA
- San Mateo Climate Action Plan, San Mateo, CA
- Seal Beach Climate Action Plan, Seal Beach, CA
- Sunnyvale Climate Action Plan Implementation Monitoring, Sunnyvale, CA
- Walnut Creek Climate Action Plan Implementation Monitoring and Assessment Reports, Walnut Creek, CA
- Walnut Creek Sustainability Action Plan, Walnut Creek, CA

CLIMATE ADAPTATION/RESILIENCY AND HAZARD MITIGATION PLANNING

- California Adaptation Planning Guide, California Office of Emergency Services
- Colton Local Hazard Mitigation Plan, Colton, CA
- East Bay Regional Park District Climate Adaptation Strategy, East Bay Regional Park District
- Local Government Hazard Resiliency Toolkit for FEMA Region IV, FEMA
- Achieving Element S4, Technical Guidance for FEMA Region VIII, FEMA
- Huntington Beach Local Hazard Mitigation Plan, Huntington Beach, CA
- Inyo County Multijurisdictional Hazard Mitigation Plan, Inyo County, CA
- Laguna Beach Local Hazard Mitigation Plan, Laguna Beach, CA
- Laguna Woods Climate Adaptation Plan, Laguna Woods, CA
- Resilient Mammoth Lakes, Mammoth Lakes, CA
- Redondo Beach Climate Vulnerability Assessment, Redondo Beach, CA
- Santa Clara Valley Water District Local Hazard Mitigation Plan, Santa Clara County, CA
- Santa Rosa Local Hazard Mitigation Plan, Santa Rosa, CA

EDUCATION

- Master of City and Regional Planning, California Polytechnic State University, San Luis Obispo
- Bachelor of Arts, Geography, Environmental Studies, University of California, Santa Barbara

CERTIFICATIONS

- Certified City Climate Planner, Greenhouse Gas Emissions Inventory Specialist
- Certified FEMA Plan Reviewer for Local Mitigation Plans (IS-00328)

AFFILIATIONS

- American Planning Association
- SPUR (San Francisco Planning and Research Association)

Team member since 2017

PLACEWORKS

ELI KRISPI
Senior Associate
ekrispi@placeworks.com

- Seal Beach Emergency Operations Plan, Seal Beach, CA
- South Gate Local Hazard Mitigation Plan and Safety Element, South Gate, CA
- Torrance Local Hazard Mitigation Plan, Torrance, CA
- Western Riverside Council of Governments Adaptation and Resiliency Strategy, Western Riverside Council of Governments
- Western Riverside County and San Bernardino County Regional Climate Adaptation Toolkit for Transportation Infrastructure, Western Riverside Council of Governments and San Bernardino County Transportation Authority
- Town of Windsor Local Hazard Mitigation Plan, Windsor, CA

GENERAL/COMPREHENSIVE PLANNING

- Contra Costa County General Plan Update, Contra Costa County, CA
- City of Elk Grove General Plan, Elk Grove, CA
- City of Huntington Beach General Plan, Huntington Beach, CA
- Plan Morro Bay, Morro Bay, CA
- San Bernardino County Community Planning Continuum, San Bernardino County, CA
- Santa Rosa General Plan, Santa Rosa, CA
- Strive San Mateo, San Mateo, CA

SPEAKING ENGAGEMENTS

- Playing Blackjack Against Climate Change: Improving Your Community's Odds with Natural Hazards Without Going Bust, California Chapter of the American Planning Association Conference, October 2018
- Sum of Our Parts: Reducing Social Vulnerability and Improving Adaptive Capacity in Disadvantaged Communities, California Chapter of the American Planning Association Conference, October 2018
- Understanding and Reporting Natural Resource Use of Buildings, California Higher Education Sustainability Conference, June 2011
- Implementing Sustainability in the University and Business Communities, This Way To Sustainability, November 2010
- Waste Management Measuring and Reporting, California Higher Education Sustainability Conference, July 2010
- Student-Led Office and Building Greening Programs, California Higher Education Sustainability Conference, June 2009
- Waste Audit Workshop, California Higher Education Sustainability Conference, June 2009
- Reaching Zero Waste, California Higher Education Sustainability Conference, June 2008

PUBLICATIONS

- Contributing Author, Climate Action Planning: A Guide to Creating Low-Carbon, Resilient Communities. Island Press, 2019
- Contributing Author, "Production, Consumption, and Lifecycle Greenhouse Gas Inventories: Implications for CEQA and Climate Action Plans". Association of Environmental Professionals, 2017



TORINA WILSON

Associate

Torina is a key team member on several PlaceWorks teams, focusing on comprehensive, environmental, and climate action and resiliency projects. She has served as Assistant Project Manager for a public outreach project in the City of Sunnyvale, as well as an Assistant Project Manager for the San Rafael General Plan and Downtown Precise Plan Environmental Impact Report. Torina is also a new member of PlaceWorks' climate action and Resiliency Team and has been trained as critical PlaceWorks staff in the preparation of GHG Inventories which inform the preparation of Climate Action Plans. Additionally, she plays a key role in coordinating staff from both PlaceWorks and from subconsultant teams on various projects. She regularly prepares non-technical sections of EIRs while coordinating our technical staff and ensuring internal consistency. Torina is a skilled public speaker and facilitator in many settings, from facilitating workshop small groups, to presenting to Planning Commissions and City Councils. Torina hopes to continue working in several fields of planning to foster a comprehensive understanding of city planning to be an effective advocate for change in the Bay Area and Beyond.

HIGHLIGHTS OF EXPERIENCE

» San Carlos Climate Mitigation and Adaptation Plan, San Carlos CA
» Walnut Creek Environmental Sustainability and Climate Action Plan, Walnut Creek CA
» Hollister General Plan Update, Hollister CA
» San Mateo General Plan Update, San Mateo CA
» San Rafael General Plan and Downtown Precise Plan EIR, San Rafael CA
» Council Election System Community Engagement Services, Sunnyvale CA
» County of Tuolumne Zoning Code Update, Tuolumne County CA
» Broadway Plaza Mixed-Use Development EIR, Redwood City CA
» 499 E. Hamilton Avenue In-N-Out Burger EIR, Campbell CA
» 1700 Dell Avenue Office Development EIR, Campbell CA
» Contra Costa Transportation Authority Ongoing Planning Services, Contra Costa County CA
» West Contra Costa Express Bus Implementation Plan, Contra Costa County CA

PRIOR EXPERIENCE

TRANSPORTATION AUTHORITY OF MARIN | PLANNING INTERN | JUN 2014 - SEPT 2014

Created "Crossing Guard of the Year" progra. Managed public outreach for the City of Novato Community Based Transportation Plan.

CITY OF ATASCADERO | STUDENT INTERN | JAN 2017 - JUNE 2018

Authored three Initial Study Mitigated Negative Declaration. Authored two Precise Plans for single-family home development projects. Performed plan check review.

EDUCATION

» BS, City and Regional Planning California Polytechnic StateUniversity, San Luis Obispo

AFFILIATIONS

» American Planning Association
» Association of Environmental Professionals

Team member since 2018

PLACEWORKS

TORINA WILSON
Associate
twilson@placeworks.com

SPEAKING ENGAGEMENTS

» 2018 Interdisciplinary Symposium, San Luis Obispo, CA | Student Panelist

LEADERSHIP & COMMUNITY

» Student Representative, City of San Luis Obsipo Mass Transportation Committee, 2017- 2018
» Graphic Design Volunteer, SLO-4-PUPS, 2017- 2018
» Student Ambassador, Cal Poly College of Architecture and Environmental Design, 2016- 2018
» President, Associated Students in Planning, 2016 - 2017



LINDSEY KLEIN

Associate

In support of both the PlaceWorks Planning and Housing Teams, Lindsey works on a wide variety of public- and private-sector projects. She started her career in the Planning Department at the City of Arroyo Grande before working for Michael Baker International where she helped produce Housing Element Updates, Housing Needs Assessments, General Plan Updates, and a Lateral Access Memorandum for the City of Morro Bay analyzing the city's local coastal access. She enjoys working on a variety of comprehensive planning and housing-related projects ranging from General Plan and Housing Element Updates to community outreach facilitation. She also has technical software experience using ArcMap, Sketch-Up, and Adobe Photoshop, Illustrator, and InDesign. At PlaceWorks, Lindsey is currently working on the Concord Base Specific Plan, the Lassen County Housing Element Update, the Contra Costa General Plan Update, and the Sunnyvale Council Election Outreach Plan.

HIGHLIGHTS OF EXPERIENCE

» Hollister General Plan Update and EIR, Hollister CA
» McCabe Hall Supplemental EIR, San Jose CA
» Thornton Middle School Conversion EIR, Fremont CA
» Contra Costa County General Plan Update, Climate Action Plan, Zoning Support, and Environmental Impact Report, Contra Costa County CA
» San Mateo General Plan Update, San Mateo CA
» Concord Naval Weapons Station, Concord CA
» Candlestick Point Design for Development Amendment, San Francisco CA
» Pismo Beach Low-Cost Visitor-Serving Accommodation Study, Pismo Beach CA
» Pismo Beach Housing Element, Pismo Beach CA
» Council Election System Community Engagement Services, Sunnyvale CA
» Calaveras County Housing Element, Calaveras County CA
» WCCTAC Express Bus Implementation Plan, Contra Costa County CA
» Lassen County Housing Element, Lassen County CA
» Climate Adaptation & Resiliency Strategies and Housing & Safety Element Updates, Mammoth Lakes CA
» Black Mountain Townhome Development EIR, San Carlos CA

PRIOR EXPERIENCE

» 2018 Plan Morro Bay General Plan for the City of Morro Bay CA
» 2018 Lateral Access Technical Memorandum for the City of Morro CA
» 2014-2021 Riverside Housing Element Update for City of Riverside CA
» 2017 Mid-Cycle Housing Element Update for Riverside County CA
» 2018 Comprehensive Housing Study for the City of Page AZ
» 2014-2019 Fortuna Housing Element Update for the City of Fortuna CA
» Rohnert Park Affordable Housing Agreements (AGA) and Inventory for the City of Rohnert Park CA

AWARDS

» 2018/Cal Poly City Planning Department/Professional Leadership Award

EDUCATION

» Bachelor of Science, City & Regional Planning; Economics minor, Cal Poly San Luis Obispo, 2018

AFFILIATIONS

» American Planning Association

Team member since 2018

PLACEWORKS

LINDSEY KLEIN
Associate
lklein@placeworks.com



RICARDO POZOS

Planner

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

HIGHLIGHTS OF EXPERIENCE

» Santa Rosa General Plan Update and EIR, Santa Rosa CA
» Contra Costa County General Plan Update, Climate Action Plan, Zoning Support, and Environmental Impact Report, Contra Costa County CA
» Hollister General Plan Update, Hollister CA
» Los Banos General Plan Update 2040, Los Banos CA
» San Leandro General Plan Update and EIR, San Leandro CA
» Community Based Transportation Plans for the Contra Costa Transportation Authority, Contra Costa County CA
» SB 2 Grant Application Assistance, Statewide CA
» Disadvantaged Community Involvement Program for California State University at San Bernardino, San Bernardino CA
» Ceres Active Transportation Plan, Ceres CA
» State Route 152 and Pioneer Road Specific Plans, Los Banos CA
» Marin County US 101 Bus on Shoulder Feasibility Study, Marin County CA
» Emeryville Affordable Housing Study, Emeryville CA
» Yuba County Housing Element, Safety Element, and Development Code Update, Yuba County CA
» Cambrian School District General Plan Amendment CEQA Analysis, San Jose CA

PRIOR EXPERIENCE

SAN FRANCISCO PUBLIC UTILITIES COMMISSION | CONSULTANT (SENIOR PROJECT)

Conducted research to help kickstart SFPUC's biosolid implementation program. Led a team of three to study six potential opportunity sites in San Francisco. Cross referenced data with GIS maps to produce potential carbon sequestration rates for each parcel. Developed a cost-benefit analysis of each parcel to inform project initiatives. Collected data to be used by SFPUC to seek funding.

NICK JOSEFOWITZ CAMPAIN | CAMPAIGN INTERN

Guided volunteers to engage voters and write letters to their networks in the district. Updated volunteer database with most recent networking events and fundraisers.

EDUCATION

» BA, Urban Studies and Planning, San Francisco State University, CA

Team member since 2019

PLACEWORKS

Used NGP VAN software to update and maintain accurate voter data. Proactively used voter data to create faster and efficient canvassing routes for volunteers.

SAN FRANCISCO CITY HALL | POLICY INTERN

Resolved constituent inquiries pertaining to zoning and city code regulations. Peer-reviewed legislation and wrote resolutions in English/Spanish to honor local residents and community achievements. Researched main topics for statistical sections of legislative proposals. Helped coordinate town halls related to ongoing projects in District 9. Responsible for updating all budget files dealing with non-profit funding.

RICARDO POZOS

Planner

rpozos@placeworks.com



ROBERT MAZUR

GIS Manager, Northern California

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

HIGHLIGHTS OF EXPERIENCE

» Los Angeles County SD5 Trails, Los Angeles CA
» Los Angeles County Sustainable Parks Master Plan, Los Angeles CA
» Los Angeles Comprehensive Countywide Park Needs Assessment, Los Angeles CA
» Vallejo Integrated Revitalization Program and Comprehensive General Plan Update, Vallejo CA
» First 5 CA, Montclair WeCare, Montclair CA
» San Carlos GIS, San Carlos CA
» Morgan Hill 2035 General Plan, Morgan Hill CA
» Menlo Park Housing Element EA, Menlo Park CA
» Upland General Plan Update and EIR, Upland CA
» Vacaville General Plan Update, Climate Action Plan, and EIR, Vacaville CA
» Butte County General Plan Update and EIR, Butte County CA
» Healthy High Desert, San Bernardino CA
» Santa Cruz TOD, Santa Cruz CA
» Walnut Creek BART Transit Village Plan EIR, Walnut Creek CA

PRIOR EXPERIENCE

» FEMA Digital Flood Insurance Rate Map Production, FEMA Region IX
» Sidewalk Inventory Project, Oakland CA
» Sidewalk Inventory Project Seminar, Oakland CA
» Worldwide Defense Mapping for the National Imagery Mapping Association
» Curb Ramp Inventory, Oakland CA
» True Green Land Care, San Jose CA

SPEAKING ENGAGEMENTS

» “Los Angeles County Trails Assessment”, 2015 Greater and Greener Conference, San Francisco CA
» “Oakland Citywide Sidewalk Condition/ADA Inventory”, 2006 ESRI International User Conference, San Diego CA

EDUCATION

» BA, Geography, Edinboro University, Edinboro, PA

CERTIFICATIONS

» GIS Professional

AFFILIATIONS

» Bay Area Automated Mapping Association

Team member since 2011

PLACEWORKS

ROBERT MAZUR
GIS Manager
rmazur@placeworks.com

bae urban economics

Aaron Nousaine
Associate Principal



Education
Master of City and Regional Planning, UNC Chapel Hill

Bachelor of Arts, Social and Behavioral Science, CSU Monterey Bay

Role for Proposed Scope of Services
Project Manager

Professional Experience
Aaron has 15 years of experience in the field of affordable housing, economic development, revitalization/redevelopment, and planning. As Associate Principal, Aaron plays a key role in the day-to-day management of BAE's broad portfolio of consulting assignments. He will serve as project manager for BAE's work on the Soledad General Plan Update.

Aaron has provided economic analysis and development expertise in support of numerous General Plan Updates, including diverse locations such as Chico, Eureka, Los Banos, Stockton, Woodland, and Yolo County. He is currently managing BAE's economic analysis for General Plan Updates in Sacramento and Truckee, and he is also managing BAE's work on the Downtown Vacaville Specific Plan.

In addition to the General Plan and related experience cited above, Aaron also has experience providing services within a variety of other topic areas including affordable housing, economic development, and fiscal and economic impacts analysis. For example, Aaron was the project manager for BAE's work on the Placer County Affordable Housing Strategy and Development Plan, and updates to the inclusionary housing policies in Windsor, California; Bloomington, Minnesota; and Palm Beach County, Florida. Also, in follow up to Aaron's work on the Eureka General Plan Update, he prepared a business readiness and incubator demand assessment, in addition to drafting the City's Economic Development Element and associated Strategic Plan. Aaron is also currently worked with the Department of General Services to implement the State Excess Sites Program.

Prior to rejoining BAE, Aaron worked briefly with the Association of Monterey Bay Area Governments to prepare their long-term growth projections and with the California Energy Commission conducting fiscal and economic impact analysis for proposed power plant siting cases. Aaron holds an MCRP from UNC Chapel Hill and a BA from CSUMB.

General Plan Update
City of Stockton, CA
Market Analysis
Land Absorption Projections
Economic Development
Fiscal Impact Analysis

General Plan Update
City of Sacramento, CA
Real Estate Market Analysis
Land Use Demand Projections
Economic Development
Climate Action Plan Funding

Central City Specific Plan
City of Sacramento, CA
Market Analysis
Financial Feasibility Analysis
Development Cost Comparison

General Plan Update
City of Los Banos, CA
Real Estate Market Analysis
Logistics Market Assessment
Financial Feasibility Analysis
Fiscal Impacts Analysis

Land Absorption Study
City of Chico, CA
Socioeconomic Assessment
Real Estate Market Analysis
Land Absorption Projections
Land Supply Assessment

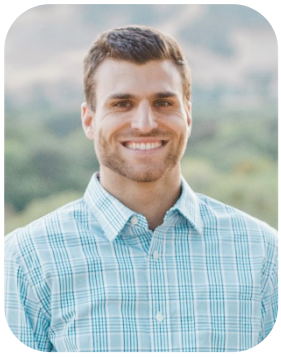
Downtown Specific Plan
City of Modesto, CA
Charrette Facilitation
Financial Feasibility Analysis
Revitalization Strategy

Economic Development Strategic Plan and Business Ready Study
City of Eureka, CA
Ad Hoc Committee Facilitation
Economic SWOT Analysis
Strategic Plan Preparation
Business Life Cycle Analysis
Business Incubator Plan

Consolidated Plan and Analysis of Impediments
City of Stockton, CA
Market Analysis
ED Policy Update
Fair Housing Assessment
Housing Policy Update
Action Plan Preparation

bae urban economics

Matt Fairris
Senior Associate



Education
Master of City Planning
University of California, Berkeley

Bachelor of Science, Environmental Policy Analysis and Planning, UC Davis

Role for Proposed Scope of Services
Project research and analytical support

Professional Experience
Matt Fairris is a Senior Associate in BAE's Sacramento Region office, where he provides research and analytical support for BAE's consulting assignments. He specializes in market and financial feasibility analyses, as well as fiscal impact modeling.

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

Matt holds an MCP from UC Berkeley. Prior to joining BAE, Matt earned his BS in Environmental Policy Analysis and Planning from UC Davis. As a student he provided research assistance for the UC Davis Institute of Transportation Studies, where he helped conduct the 2013 UC Davis Campus Travel Survey and assisted with a statewide transportation demand survey. Following graduation, Matt also interned with the Yolo County Transportation District, where he helped plan for additional transit service within the City of Davis and assisted in the development of the Yolo County Short Range Transit Plan.

General Plan Update
City of Stockton, CA
Market Analysis
Financial Feasibility Analysis
Fiscal Impacts
Downtown Element

General Plan Update
City of Sacramento, CA
Real Estate Market Analysis
Land Use Demand Projections
Economic Development
Climate Action Plan Funding

Diridon Station Financial Feasibility
City of San Jose, CA
Market Analysis
Value-Capture Modeling

High-Speed Rail Station Plan
City of Gilroy, CA
Market Analysis
Station Alternative Analysis
Economic Impact Analysis

Central City Specific Plan
City of Sacramento, CA
Market Analysis
Financial Feasibility Analysis
Development Cost Comparison

Route 1 South Economic Analysis
City of Alexandria, VA
Financial Feasibility Analysis
Market Opportunity Evaluation

M1 Hotel Analysis
City of New York, NY
Market Analysis
Demand Forecasts
Economic Impact Analysis

Davis Innovation Centers
City of Davis, CA
Market Analysis
Absorption Estimation
Qualitative Interviews

Downtown Infill Office Development Advisory
City of Sacramento, CA
Market Analysis

Priority Area 1 Specific Plan
City of Brentwood, CA
Market Analysis
Demand Projections
Fiscal Impact Analysis



Tad Stearn

Tad has more than 30 years of professional experience in municipal planning, environmental review, policy planning, and organizational management, including preparation of multiple CEQA documents for projects in the Salinas Valley. His hands-on project experience includes the preparation of over 100 CEQA and NEPA compliance documents, review and processing of current planning applications, advanced planning projects (general plans, general plan amendments, specific plans, LCPs, and area/community plans), and visual impact analyses. He has expertise in both rural and urban communities, with a unique background in annexations, farmland conversion, urban growth limits and local LAFCO procedures. Tad has prepared and managed the environmental review documents for dozens of residential subdivisions in urban infill, redevelopment, green field, and hillside environments. He is a writer, analyst, public speaker, and very familiar with the legal and political challenges associated with controversial projects.

Professional Credentials

- Bachelor of Arts, Environmental Studies, University of California, Santa Barbara
- Member, Association of Environmental Professionals, Monterey Bay Chapter
- Member, American Planning Association

Relevant Experience

- **City of Greenfield General Plan, Greenfield, CA** – Project Manager
- **City of Greenfield Planning Services, Greenfield, CA** – Contract Planning Manager
- **Chappelle Road Annexation EIR, Hollister, CA** – Project Manager
- **Unified Cannabis Cultivation Park Initial Studies, Hollister, CA** – Project Manager
- **SURF! Busway and BRT EIR, Monterey-Salinas Transit** – EIR Project Manager
- **South End Annexation EIR, Greenfield, CA** – Project Manager
- **Ferrini Ranch Subdivision EIR, Monterey County, CA** – Project Manager
- **Vineyards at Deer Creek Specific Plan and EIR, Brentwood, CA** – Project Manager
- **American Tin Cannery Hotel and Commercial Project EIR, Pacific Grove, CA** – Project Manager
- **Rippling River Housing Rehabilitation Project, Monterey County, CA** – Project Manager
- **Harper Canyon Subdivision EIR, Monterey County, CA** – Project Manager
- **Bob Jones Pathway EIR, County of San Luis Obispo, CA** – Project Manager
- **Government Center East and West Wings EIR, County of Monterey, CA** – Project Manager
- **Church Street Subdivision IS/MND, Half Moon Bay, CA** – Project Manager
- **Visual Impact Studies and Development of Scenic Corridor Policies, Livermore, CA** – Project Manager
- **Pacific Grove Hotel Durell EIR, Pacific Grove, CA** – Project Manager
- **Masoni III Residential Subdivision, Gilroy, CA** – Project Manager
- **Madison Lane Roadway Improvements CEQA/NEPA Compliance, Monterey County, CA** – Project Manager



Frederik Venter, P.E.

Frederik has 28 years of experience as a transportation planner, civil engineer, and traffic engineer. He is currently registered as a Professional Civil Engineer in California and has been involved in several major transportation and traffic engineering studies throughout the United States. Frederik also has extensive experience in the development of transportation infrastructure needs for the long-term based on future development of the cities and counties, as well as development impact studies. Frederik has also managed transportation planning survey studies, including comprehensive origin/destination surveys and parking survey demand, mitigation proposal, pedestrian and bike facility planning, and concept designs. He has performed strategic planning of roads-related infrastructure, while remaining cognizant of applicable Caltrans standards, fiscal and socioeconomic constraints, and community needs.

Professional Credentials

- Master of Science, Urban Engineering, University of Pretoria, South Africa
- Bachelor of Science, Transportation Engineering, University of Pretoria, South Africa
- Bachelor of Science, Civil Engineering, University of Pretoria, South Africa
- Professional Engineer in California #64621

Relevant Experience

- **Vehicle Miles Traveled (VMT) Assessment and Mitigation Strategies for General Plan Implementation, Monterey, CA** — Project Manager
- **Travel Demand Modeling and Vehicle Miles Traveled (VMT) Analysis for General Plan Update, CA** — Project Manager
- **Corridor Planning II Process Zoning Code and Map Update for the General Plan 2030 Update, Santa Cruz, CA** – Project Manager
- **100 Enterprise Way Hotel/Residential EIR, Scotts Valley, CA** — QC/QA Reviewer
- **San Andreas Rural Livable Mobility Plan, San Andreas, CA** – Project Manager
- **Sonora Downtown Revitalization Plan, Sonora, CA** – Project Manager
- **Pismo Beach Complete Streets Plan, Pismo Beach, CA** – Project Manager
- **Cordes Ranch Specific Plan Implementation, Tracy, CA** – Project Manager
- **Floriani Ranch Specific Plan, Entitlement, and Environmental Support, San Benito County, CA** – Project Manager
- **Rancho Calera Master Plan, Chowchilla, CA** – Project Manager
- **Nevada County Housing Element Rezone EIR, Grass Valley, CA** – Project Manager
- **Vallco Shopping District Specific Plan, Cupertino, CA** – Project Manager
- **Casa Buena Drive Townhomes CEQA, Corte Madera, CA** – Project Manager
- **Imjin Parkway Widening Project, Marina, CA** – Project Manager
- **Community Visioning Implementation and Design (Complete Streets Preliminary Concept), Sonora, CA** – Project Manager
- **San Rafael Corporate Center, San Rafael, CA** – Project Manager
- **Marina-Salinas Multi Modal Corridor Plan (Study), Monterey County, CA** – Project Manager



Mark Falgout, P.E., LEED AP, CPSWQ

Mark has more than 20 years of experience in civil engineering design and project management in single family and multifamily residential sites, master planned communities, retail, and mixed-use development in the San Francisco Bay Area. Mark also has public works project experience that includes plan check services and preparation of design, plans, specifications, and estimates for public roadway, water, sewer, and drainage infrastructure improvements. He is experienced in coordinating and gaining approvals from local cities, counties, state and federal agencies, and special districts.

Professional Credentials

- Bachelor of Science, Civil Engineering, California State University, Chico
- Professional Engineer in CA #63394
- Qualified Stormwater Developer/ Practitioner
- LEED Accredited Professional
- Certified Professional in Stormwater Quality

Relevant Experience

- **City of Gonzales Infrastructure/Master Plan, Gonzales, CA** – Project Manager
- **Castellina Infrastructure Master Plan and Tentative Map, Madera County, CA** – Project Manager
- **Los Gatos Meadows, Los Gatos, CA** – Project Manager
- **Terrace View, Castro Valley, CA** – Project Manager
- **City of Dublin Development Plan Check Services, Dublin, CA** – Project Manager
- **City of Hollister Development Plan Check Services, Hollister, CA** – Project Manager
- **San Benito River Park Trail, Hollister, CA** – Project Manager
- **Office Depot, Los Gatos, CA** – Project Manager
- **Cambrian Park Plaza, San Jose, CA** – Project Manager
- **Jackson View Tentative Map, San Francisco, CA** – Project Manager
- **Westport, Cupertino, CA** – Project Manager
- **Vallejo Waterfront, Vallejo, CA** – Project Manager
- **Hunters View, San Francisco, CA** – Project Manager
- **Tara Hills, San Pablo, CA** – Project Manager
- **Plaza at Gale Ranch, Contra Costa County, CA*** – Project Manager
- **Gale Ranch Neighborhood 6, San Ramon, CA*** – Project Manager
- **Delta Coves, Contra Costa County, CA*** – Project Manager
- **Riverview, San Jose, CA*** – Project Manager
- **Republic Square, Livermore, CA*** – Project Manager
- **Jordan Ranch, Dublin, CA*** – Project Manager

**Work completed prior to joining Kimley-Horn*



Ace Malisos

Ace provides expertise in Acoustics, Air Quality, and Climate Change technical studies. He has experience in research, preparation, and analysis consistent with CEQA for environmental planning projects involving residential, infrastructure, mixed use, institutional, and commercial uses. He is experienced in applying air quality analysis methodology per EPA, CARB, Air Pollution Control District/Air Quality Management District, and Caltrans/FHWA guidelines. He also provides a full range of noise impact analyses for public and private sector clients, in accordance with local, state, and federal impact assessment criteria.

Professional Credentials

- Master of Arts, Urban and Regional Planning, University of California at Irvine
- Bachelor of Arts, Environmental Studies, University of California at Santa Cruz

Relevant Experience

- **Capitola General Plan EIR, Capitola, CA*** – Air Quality/GHG/Noise
- **Watsonville General Plan EIR, Watsonville, CA*** – Air Quality/GHG/Noise
- **Fullerton Climate Action Plan (CAP), Fullerton, CA*** – Air Quality/GHG/Noise
- **Upland General Plan Update and EIR, Upland, CA*** – Air Quality/GHG/Noise
- **General Plan Update, EIR, and Climate Action Plan, Murrieta, CA*** – Air Quality/GHG/Noise
- **Los Gatos General Plan Update, Los Gatos CA*** – Air Quality/Noise
- **Buena Park General Plan and EIR, Buena Park, CA*** – Air Quality/GHG/Noise
- **Shasta Lake General Plan Update, Shasta Lake, CA*** – Air Quality/GHG/Noise
- **SCAG Imperial Building Blocks, Imperial, CA*** – Air Quality/GHG
- **South Gate General Plan Update EIR and Citywide GHG Inventory/Reduction Plan, South Gate, CA*** – Air Quality/GHG/Noise
- **Hawaiian Gardens General Plan Environmental Impact Report, Hawaiian Gardens, CA*** – Air Quality/Noise
- **Duarte General Plan Update, Duarte, CA*** – Air Quality/Noise
- **Vineyards at Deer Creek Specific Plan and EIR, Brentwood, CA** – Air Quality/GHG/Noise
- **Placer Retirement Residence, EIR, Placer County, CA** – Air Quality/GHG/Noise
- **Tracy Hills Specific Plan EIR, Tracy, CA** – Air Quality/GHG/Noise
- **Albright Specific Plan EIR, Los Gatos, CA** – Air Quality/GHG/Noise
- **Moffett Place Supplemental EIR, Sunnyvale, CA** – Air Quality/GHG/Noise
- **At Dublin Mixed-Use Project EIR, Dublin, CA** – Air Quality/GHG/Noise
- **Garden Gate Tower Project, San Jose, CA** – Air Quality/GHG/Noise
- **Westport Mixed-Use Project, Cupertino, CA** – Air Quality/GHG/Noise
- **Dumbarton TOD Specific Plan, Newark, CA*** – Air Quality/GHG/Noise
- **City of Encinitas Housing Element Update, Encinitas, CA** – Air Quality/GHG/Noise
- **Red Hill Corridor Specific Plan and EIR, Tustin, CA** – Air Quality/GHG/Noise

**Work completed prior to joining Kimley-Horn*

RROPOSED MODIFICATIONS (KHA)

PROPOSED MODIFICATIONS TO SERVICE AGREEMENT

Kimley-Horn asks that the Sub Agreement include language that would incorporate and/or exclude the following edits as related to the flow through of these terms from the Prime Agreement based on the suggested edits below.

1.2 Standard of Performance. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices its profession. Consultant shall prepare all work products required by this Agreement in ~~a substantial, first-class manner and shall~~ conformance with ~~to~~ the standards of quality normally observed by a person practicing in Consultant's profession.

The term "in a substantial, first-class manner" creates a heightened standard of care that is greater than the "standards" of Consultants profession and therefore conflicts with the obligation to provide the standard of care as required in this section and is not insurable.

4.3 Professional Liability Insurance.
~~4.3.3~~ ~~The policy must contain a cross liability or severability of interest clause.~~

*Since Section 4.4.3 states that all coverages for subcontractors shall be subject to all of the [insurance] requirements stated herein, and because Section 4.4.4 also states that "t*he City may approve a variation in the foregoing insurance requirements, upon a determination that the coverages, scope, limits, and forms of such insurance are either not commercially available"*, we would ask that the above edit be submitted to the professional liability requirements since cross.*

Per IRMI, cross-liability is defined as follows: "Coverage in connection with a suit brought against an insured by another party that has insured status under the same policy. Cross-liability coverage is provided as an intrinsic feature of the standard commercial general liability (CGL) policy, by means of the "separation of insureds" condition." Since Professional Liability does not grant insured status to third parties, this requirement is not commercially available and is reinforced by the insured-vs-insured exclusion contained in Professional Liability policies as well.

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.
Consultant shall indemnify, defend with counsel selected by the City, and hold harmless the City and its officials, elected and appointed officers, employees, agents, and volunteers from and against any and all losses, liability, claims, suits, actions, damages, and causes of action arising out of any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state, or municipal law or ordinance, to the extent caused, in whole or in part, by the willful misconduct or negligent acts or omissions of Consultant or its employees, subcontractors, or agents, by acts for which they could be held strictly liable, or by the failure to meet the standard of care in the quality or character of their work. [...].

Professional Liability insurance only covers a professional's negligence which is the failure to meet the standard of care. The requirement to indemnify and defend for liabilities that are caused by the "quality or character or their work" does not wholly meet this standard as the term has not been defined to mean work that is specifically performed below the standard of care that the contract and the law requires the professional to follow. This type of language creates a heightened standard of care that is not insurable.



PLACEWORKS

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

www.placeworks.com

PlaceWorks
Cost Estimate

The estimated cost for our team to complete the scope of work for the Soledad General Plan Update described in this proposal is $997,890.

We hope that you will work with us to adjust tasks if our proposed cost is an impediment to selecting us to assist you with the General Plan Update.

PlaceWorks bills on a time-and-materials basis with monthly invoices, and billing rates for our staff are included in the following cost table.

Assumptions

This scope of work and cost estimate assumes that:

- Project Manager Amy Sinsheimer will attend all project meetings, public workshops, and other public meetings, as listed in Chapter 6. Other PlaceWorks staff will attend as appropriate.
- Up to 40 hours of PlaceWorks staff time is available under the proposed budget to respond to comments on the Draft EIR.
- All products will be submitted to Soledad in electronic (PDF) format as requested by the City.

COST ESTIMATE

		PLACEWORKS										SUBCONSULTANTS			
		KNOX	SINSHEIMER	GARCIA								Kimley-Horn	BAE		
		Principal-in-Charge	Project Manager	Assistant PM	Planners	CEQA / Climate Team	GIS	Graphics / WP	*PlaceWorks Hours*	2% Office Expenses	PlaceWorks Total	Transportation / CEQA	Economics	10% Subconsultant Markup	Total Task Budget
	Hourly Rate:	$240	$180	$130	$120	$190	$160	$115							
TASK A. Startup, Management, and Online Presence															
1	Kick-off Meeting and Tour	8	16	8	8	8			*48*	$166	$8,486	$1,200	$1,200	$240	$11,126
2	Data Collection and GIS Basemap	8	16	8	8	8	48		*96*	$320	$16,320	$14,000	$3,200	$1,720	$35,240
3	Planning Commission/City Council Study Session (1)	8	16	8	8			8	*48*	$154	$7,874				$7,874
4	GPAC Initiation Meeting	8	16	8	8				*40*	$136	$6,936				$6,936
5	Ongoing Project Management	56	96	48					*200*	$739	$37,699	$4,000	$1,800	$580	$44,079
6	Project Webpage and Online Engagement	16	32	56	48			56	*208*	$582	$29,662				$29,662
	Task A. Subtotal	**104**	**192**	**136**	**80**	**16**	**48**	**64**	*640*	$2,098	$106,978	$19,200	$6,200	$2,540	$134,918
TASK B. Existing Conditions Memos															
1	Land Use and Circulation	8	24	16	12		32	8	*100*	$316	$16,116	$25,000		$2,500	$43,616
2	Demographics and Economics	8	24	16	12			8	*68*	$214	$10,894		$34,200	$3,420	$48,514
3	Infrastructure and Utilities	8	16	16	12	8	8	8	*76*	$241	$12,281	$11,100		$1,110	$24,491
4	GPAC Presentation	8	16	16			8	8	*56*	$182	$9,262				$9,262
	Task B. Subtotal	**32**	**80**	**64**	**36**	**8**	**48**	**32**	*300*	$952	$48,552	$36,100	$34,200	$7,030	$125,882
TASK C. Vision and Values															
1	Briefing Book	16	40	36	16	8	8	16	*140*	$446	$22,726	$4,400	$4,800		$31,926
2	Economic Development Focus Group	8	16	8	8				*40*	$136	$6,936		$3,600	$360	$10,896
3	Agency Coordination	8	24	24	16			16	*88*	$262	$13,382				$13,382
4	GPAC Presentation - Vision and Values	16	24	8			8	8	*64*	$228	$11,628				$11,628
5	Community Event	16	32	16	16			16	*96*	$309	$15,749				$15,749
6	Planning Commission/Council Presentation (1)	8	16	16			8	8	*56*	$182	$9,262		$2,400	$240	$11,902
	Task C. Subtotal	**72**	**152**	**108**	**56**	**8**	**24**	**64**	*484*	$1,562	$79,682	$4,400	$10,800	$600	$95,482
TASK D. Alternatives															
1	Outline, Format and Policy Audit	24	32	40	40				*136*	$430	$21,950	$1,800		$180	$23,930
2	Draft Alternatives	40	48	64	64	16	40	40	*312*	$966	$49,246	$11,200	$9,800	$2,100	$72,346
3	GPAC Presentation - Alternatives	8	16	16			8	8	*56*	$182	$9,262				$9,262
4	Community Event	16	32	16	16			16	*96*	$309	$15,749				$15,749
5	Planning Commission/Council Consideration (3)	40	48	40	40			16	*184*	$602	$30,682				$30,682
	Task D. Subtotal	**128**	**176**	**176**	**160**	**16**	**48**	**80**	*784*	$2,488	$126,888	$13,000	$9,800	$2,280	$151,968
TASK E. Preferred Alternative and Draft General Plan															
1	GPAC Presentation - Draft Preferred Alternative	8	16	16	8		8	8	*64*	$201	$10,241	$26,400	$1,200		$37,841
2	Community Event	16	24	8	8			8	*64*	$222	$11,302	$1,400	$1,200		$13,902
3	Draft General Plan Document	64	120	96	96	64	40	48	*528*	$1,701	$86,741	$22,400	$22,600		$131,741
4	Implementation Plan and Priorities	16	24	16					*56*	$205	$10,445				$10,445
5	Zoning Consistency Analysis	8	24	40	32		32		*136*	$408	$20,808				$20,808
	Task E. Subtotal	**112**	**208**	**176**	**144**	**64**	**80**	**64**	*848*	$2,736	$139,536	$50,200	$25,000		$214,736
TASK F. Environmental Impact Report															
1	Notice of Prep., Scoping and Admin. Draft EIR	16	40	48	64	160	24	40	*392*	$1,276	$65,076	$11,800		$1,180	$78,056
2	Draft EIR and Notice of Completion	8	40	40	64	96	16	24	*288*	$911	$46,471	$9,800		$980	$57,251
3	Open House	8	16	16	8		8	8	*64*	$201	$10,241	$1,400	$1,200	$260	$13,101
4	Public Hearing on Draft EIR (1)		8	32		16		16	*72*	$210	$10,690	$1,800		$180	$12,670
5	Final EIR, Mitigation Monitoring and Reporting Pgm.	8	8	16	16	16		8	*72*	$226	$11,546	$7,800		$780	$20,126
	Task F. Subtotal	40	112	152	152	288	48	96	*888*	$2,824	$144,024	$32,600	$1,200	$3,380	$181,204
TASK G. Public Review and Adoption															
1	Summary of Revisions to the Draft General Plan	8	16	8	8				*40*	$136	$6,936				$6,936
2	Findings	8	8	8		8			*32*	$118	$6,038	$2,500		$250	$8,788
3	Planning Commission / Council Hearings (4)	56	72	64	56	24		16	*288*	$957	$48,797				$48,797
4	Final General Plan	8	16	16	8		8	16	*72*	$219	$11,179				$11,179
	Task G. Subtotal	**80**	**112**	**96**	**72**	**32**	**8**	**32**	*432*	$1,430	$72,950	$2,500		$250	$75,700
	Total Hours	*568*	*1032*	*908*	*700*	*432*	*304*	*432*	***4376***						
	Total	**$136,320**	**$185,760**	**$118,040**	**$84,000**	**$82,080**	**$48,640**	**$49,680**			**$718,610**	**$158,000**	**$87,200**	**$16,080**	**$979,890**
EXPENSES															
PlaceWorks Reimbursable Expenses															$6,400
Subconsultant Reimbursable Expenses												$4,400	$7,200		$11,600
	EXPENSES TOTAL														**$18,000**
GRAND TOTAL															**$997,890**

September 6, 2022

Bryan Swanson
City of Soledad
48 Main Street
Soledad, CA 93960

Re: Proposal to Prepare the 2023-2031 Housing Element Update

Dear Bryan:

Please accept the attached submittal as PlaceWorks' proposal to assist the City of Soledad in preparing its Sixth Round 2023-2031 Housing Element update.

PlaceWorks offers the best team for this project. Our housing team has considerable experience working with the California Department of Housing and Community Development (HCD), having completed over 100 certified housing elements. Jennifer Gastelum, principal-in-charge, will oversee the update effort. She leads the housing team and commands a thorough understanding of the technical requirements of housing elements. Nicole West, a seasoned housing professional, will support this effort as the project manager and serve as the day-to-day contact with support from Amy Sinsheimer, senior advisor. Mark Teague, a veteran CEQA expert, will provide oversight and technical assistance for the CEQA document.

The following scope, budget, and schedule are targeted to ensure the draft Housing Element complies with state law, identifies adequate sites to meet the City's Regional Housing Needs Allocation (RHNA), and achieves HCD certification by December 2023.

Please do not hesitate to contact me at 916.804.3910 or jgastelum@placeworks if you need more information. The PlaceWorks team looks forward to working with you on this project.

Sincerely,
PLACEWORKS

Jennifer Gastelum
Principal

Soledad 2023-2031 Housing Element Update

To facilitate your review of this proposal, we have prepared a concise scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to fine-tune any additional details when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses and would be happy to work with you to ensure the successful completion of the project. We have extensive experience working with HCD—completing over 100 certified housing elements since 2008, the vast majority of which were certified after a single round of review. We also authored the 5th-cycle Soledad Housing Element, so we understand the unique housing conditions and challenges and the complex regulatory requirements that accompany the housing element certification process.

Project Understanding

PlaceWorks understands that the City requests assistance in preparing its 6th-cycle housing element update for submission to the Housing and Community Development Department (HCD) in accordance with state laws, regulations, and statutes since the last housing element adoption. The current Housing Element will serve as the foundation for the 2023-2031 Housing Element update. We included the preparation of an Addendum to the current General Plan for CEQA compliance. This assumes that there will not be rezones needed to meet the RHNA. Should rezones be needed we will discuss different options with the City and prepare a contract amendment, if necessary.

Key objectives of this work include:

- Update General Plan Housing Element to meet the 6th-cycle RHNA for new residential units in Soledad.

Approach

PlaceWorks will update the Soledad 2023–2031 Housing Element of the General Plan. This effort will include public outreach and coordination with HCD during the housing element update process. PlaceWorks will review the City's existing housing element, identify key housing stakeholders in the City, and provide public outreach services. We will also prepare the updated element using input from City staff and HCD as necessary to ensure compliance with recently passed state housing legislation and current state housing element law.

PlaceWorks will submit the updated housing element for HCD approval and attend City Council meetings for review and adoption of the housing element. Our scope of work follows this approach and focuses on meeting new state law requirements and achieving state certification by December 2023.

Our proposed project schedule, including milestones, is included below.

Work Scope

This section describes the scope of services to be completed by the PlaceWorks team for the 2021-2030 Housing Element Update. We have prepared a concise scope that emphasizes key components of our approach to this project. We are flexible regarding the proposed scope of work and will work with you to modify our scope when we enter into a contract. We also recognize that it may be necessary to alter the scope as the project progresses, and we would be happy to work with you to ensure the successful completion of the project.

Task 1. Project Kick-Off Meeting

PlaceWorks will prepare for and attend a virtual kick-off meeting to exchange information, refine the scope and schedule, and initiate work. At the meeting we will:

- Determine staff contact protocol.
- Review and finalize the scope of work and schedule.
- Review housing element legal requirements, HCD practices, and facilitation and response from HCD review.
- Identify stakeholders.
- Provide a list of data needs.

Task 1 Deliverables:

- Kick-off meeting agenda, data needs list, list of stakeholders, and meeting minutes (electronic copies).
- Agenda and notes for subsequent calls with staff (electronic copies).

Task 2. Project Management and Coordination

PlaceWorks will communicate with City staff via phone and email throughout the project. In addition, PlaceWorks' project team will:

- Lead Zoom check-in discussions bimonthly with one or two appropriate team members.
- Provide an internet-based folder for all project materials accessible to the City and consultants.
- Reallocate any remaining funds to other tasks within the scope when tasks are completed under budget.
- Send all draft documents through quality control in advance of submitting to the City for review.
- Act as a liaison to ensure successful communication and coordination with HCD over the course of the project.

Task 2 Deliverables:

- Project discussion bimonthly via Zoom (assumed 6 check-in meetings).

Task 3. Community Outreach and Engagement

Focused and meaningful community engagement is an important part of the Housing Element Update process. Government Code Section 65583(c)(7) requires: "The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort." PlaceWorks recommends a community outreach program consistent with state and federal laws to solicit input from all segments of the community, including housing development professionals, residents, businesses, service groups, youth, seniors, and various stakeholders. Flexibility in regard to community participation is essential. PlaceWorks will collaborate with City staff to adjust and customize our community involvement strategy during our initial kick-off meeting. Our philosophy is to bring the most innovative, effective, and efficient approach to your project. We believe in an iterative process for community engagement that breeds robust and valuable results. We understand that unique situations require creative approaches, and we are always looking to revisit, revise, and improve as we collaborate with you on this process.

PlaceWorks' outreach strategy will include outreach activities throughout the Housing Element Update process. In the midst of gearing up for interviews, workshops, and the release of documents, the outreach strategy will act as a checklist for City staff and the consultant team.

Task 3.1 Stakeholder Interviews

PlaceWorks has been conducting virtual stakeholder interviews with organizations representing different socioeconomic members of the community to identify housing needs. We have found these consultations to be a valuable way of getting targeted input. We will work with City staff to develop a list of 3 to 5 organizations, and we will conduct a phone or email survey to discuss the issues and housing-related needs of their clients.

Task 3.1 Deliverable:

- 3 to 5 completed consultations to be included in the Housing Element.

Task 3.2 Community Meeting

PlaceWorks proposes to host one workshop and prepare materials, including the PowerPoint presentation. This presentation will be designed to inform and to ask questions for residents and stakeholders to respond to.

Task 3.2 Deliverables:

- Attendance by PlaceWorks staff at one in-person workshop where the public is invited to attend.
- Promotional flyer and announcement
- PowerPoint presentation
- Summary notes incorporated into the Housing Element
- Electronic summaries of all input and feedback received

Task 3.3 Planning Commission and City Council Study Session

We propose:

- One study session with the joint Planning Commission and City Council at the start of the project to inform them of the new laws and the project schedule and to answer any questions at the beginning of the project.

Task 3.3 Deliverables:

- Information for the staff report, draft and final PowerPoint presentations for the meeting and in-person attendance one study session.

Task 3.4 Planning Commission and City Council Hearings

We propose:

- Four public hearings. Two hearings with the Planning Commission and the City Council prior to submitting the draft Housing Element to HCD and two hearings with the Planning Commission and the City Council for adoption of the Housing Element.

Task 3.4 Deliverables:

- Information for the staff reports, draft and final PowerPoint presentations for each meeting, and in-person attendance at four public hearings.

Task 4. Housing and Special Housing Needs

Task 4.1 Housing Needs Assessment

PlaceWorks will update the needs analysis pursuant to Government Code Section 65583 with data from the preapproved HCD data packet 2010 (or 2020 if available), U.S. Census data, American Community Survey, and other relevant sources.

PlaceWorks will coordinate with staff to develop a current housing inventory and evaluate housing conditions using state-approved criteria. The updated needs analysis will include the following.

- **Population and Demographics:** Population trends and projections, race and ethnicity, and population age.
- **Household Characteristics:** Number, size, and type of existing households and characteristics of lower-income households (including extremely low).
- **Employment and Income:** Employment by industry, occupation of employed residents, and income trends.
- **Housing Stock Characteristics:** Housing types and conditions, overcrowded households, and vacancy rates.
- **Housing Costs and Affordability:** Home sale price trends, rental costs, affordability for households at all income levels, and overpayment.
- **Special Housing Needs:** Special housing needs of persons with disabilities (including persons with developmental disabilities), seniors, large households, and female-headed households.
- **At-Risk Housing:** Inventory and analysis of existing affordable units at risk of converting to market rate during the planning period.
- **Opportunities for Energy Conservation:** Pursuant to SB 375 and AB 32, an inventory and analysis of opportunities to encourage the incorporation of energy-saving features, energy-saving materials, and energy-efficient systems and design for residential development.

Task 4.1 Deliverable:

- Housing Needs Assessment to be included in the Administrative Draft Housing Element.

Task 4.2 Affirmatively Furthering Fair Housing (AFFH) Assessment

AB 686 requires each city or county to take actions to overcome patterns of segregation, address disparities in housing needs and access to opportunity, and foster inclusive communities. The City of Soledad will need to include an assessment of fair housing practices, examine the relationship of available sites to areas of high opportunity, and include actions to affirmatively advance fair housing. The California Tax Credit Allocation Committee (TCAC)/HCD Opportunity Maps will be included as well as approved HCD maps that are intended to display the areas, according to research, that offer low-income children and adults the best chance at economic advancement, high educational attainment, and good physical and mental health. The goal of AB 686 is to ensure available sites for low-income housing are in high-resource areas rather than concentrated in areas of high segregation and poverty. It will be important to demonstrate adequate sites throughout the City and meaningful actions to overcome geographic disparities.

Task 4.2 Deliverable:

- AFFH Assessment to be included in the Administrative Draft Housing Element

TASK 5. HOUSING CONSTRAINTS

PlaceWorks will update the analysis of potential and actual governmental and nongovernmental constraints to meeting housing needs, including constraints to maintenance, improvement, and development of housing (pursuant to California Government Code Section 65583(a)(4,5)). Potential constraints to be reviewed include any land use controls, fees and exactions, permit processing procedures, building codes and code enforcement, land and construction costs, and the availability of financing. We will identify potential programs and strategies to reduce or remove identified constraints. This task will include all the analysis needed to comply with recent updates to state housing law.

Task 5 Deliverable:

- Included in the Administrative Draft of the Constraints chapter.

TASK 6. REVIEW OF EXISTING 2015-2023 HOUSING ELEMENT

PlaceWorks will work closely with the City to determine the status, effectiveness, and appropriateness of the previous housing programs. We will gather and document all available information regarding specific accomplishments. We will identify content to drop, change, or add. Findings from the evaluation will be detailed in a matrix to be included in the draft

Housing Element and used as a basis for program revisions for the remainder of the planning period. PlaceWorks will populate the first draft of this matrix with what has been written for the annual progress reports by staff. We will send the review matrix to the City to provide input before including it in the Administrative Draft Housing Element.

Task 6 Deliverable:

- Included in the Administrative Draft of the Review of Previous Housing Programs chapter.

TASK 7. SITES INVENTORY

We assume that the city will be able to identify enough sites to meet the 6th-cycle RHNA. We will work with City staff create an HCD-approved land inventory that includes current vacant sites.

Task 7.1 Housing Parcel Identification Analysis

PlaceWorks realizes that identifying adequate sites can be a large undertaking. We will build upon the current sites inventory and work with the City to determine which sites are still viable RHNA sites based on new state law requirements, including but not limited to:

- Additional analysis for sites smaller than one-half acre, larger than 10 acres
- Additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that are now required to allow 20 percent affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

PlaceWorks will work with the City to identify sites to meet the RHNA. For this task, our approach is as follows:

- Incorporate the RHNA for the 2023-2031 cycle.
- **Document potential sites.** We will prepare an inventory, map, and analysis clearly illustrating Soledad's capacity to accommodate the new RHNA. In keeping with state law, PlaceWorks will document the realistic development capacity of each site and will prepare a map showing all identified sites.
- **Investigate alternative RHNA credits.** This includes analyzing the capacity for alternative RHNA credits for ADUs and guest quarters, preservation of existing at-risk affordable housing projects, and other nontraditional RHNA credit opportunities.
- **Ensure sites affirmatively further fair housing.** We will work with the City to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.

Task 7.2 Underutilized Sites Analysis

PlaceWorks will complete an analysis of nonvacant/underutilized sites (these are sites that may currently have an existing structure but have additional capacity to include housing) to address a portion of the RHNA. As part of this analysis, we will analyze the realistic development potential within the planning period by considering the extent that an underutilized/nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher-density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.

Task 7.3 Demonstrate the Feasibility of Infill and Densities Less Than 20 du/acre

An additional opportunity to meet the RHNA is to consider residentially zoned land that that does not meet the State's default density of 20 units an acre. Typically, this is done by reviewing similarly situated built affordable housing projects in Soledad and the neighboring communities, calling local developers, and reviewing pro formas submitted to the City to infer development feasibility on sites that allow for less than 20 units an acre. Based on this research, we will discuss with City staff what opportunities there might be to include these sites in the land inventory to meet the lower-income RHNA.

Task 7.4 Infrastructure Analysis

PlaceWorks will work to determine if parcels in the inventory have sufficient water, sewer, and dry utilities available and accessible to support housing development. We will review existing general plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site. The analysis will include sufficient detail to determine whether the service levels of water delivery/treatment systems and sewer treatment facilities are sufficient and have capacity to accommodate development on all identified sites to accommodate the RHNA.

Task 7.5 Financial and Programmatic Resources

PlaceWorks will update financial, physical, and programmatic resources available for affordable housing programs, including local and state funding programs and private-sector resources. We will assess current and potential housing programs to recommend future programs that will support the City's housing objectives.

Task 7.6 Electronic Housing Element Site Inventory Form

Pursuant to SB 6 (Chapter 667, Statutes of 2019), jurisdictions adopting a housing element on or after January 1, 2021, must prepare an electronic copy of the final inventory of parcels using HCD-approved Excel spreadsheets and must submit it to HCD with the housing element. PlaceWorks will prepare the electronic land inventory to submit to HCD upon adoption of the Housing Element.

Task 7 Deliverables:

- Administrative Draft of the Site Inventory chapter
- Site Inventory on HCD's Electronic Inventory Form

Task 8. Housing Goals, Policies, Programs, and Quantified Objectives

PlaceWorks will work with City staff to update goals, policies, programs, and quantified objectives (pursuant to California Government Code Sections 65583 et seq.) to address identified housing needs and constraints based on the effectiveness and continued appropriateness of existing programs, information received through public outreach, the analysis of constraints, and findings from the needs assessment. Programs will describe specific steps for implementation and will identify a time frame and responsible department. Programs will address:

- New state requirements since adoption of the existing Housing Element.
- Consistency and compliance with the rest of the City's General Plan elements and community goals.
- Development controls and regulatory incentives.
- Housing opportunities for all residents, including the elderly, those with disabilities, the homeless, and other special needs groups.
- Fair housing programs.
- Sources of affordable housing funding.
- Preservation and improvement of existing affordable housing.
- Development of adequate housing and infrastructure to meet the needs of low- and moderate-income households, in keeping with the regional fair-share allocation.
- Mitigation of governmental constraints to providing and improving housing.

Task 8 Deliverable:

- Administrative Draft of the Goals, Policies, Programs and Quantified Objectives chapter.

TASK 9. DRAFT HOUSING ELEMENT AND PUBLIC HEARINGS

Task 9.1 Administrative Draft

PlaceWorks will incorporate the feedback received during the community meetings and stakeholder consultations into a comprehensive, formatted Administrative Draft Housing Element. PlaceWorks will submit the Administrative Draft Housing Element to City staff for review as an electronic copy in Microsoft Word. Any outstanding data still needed from the City will be flagged so it can be addressed during City staff's review. We request that we receive one consolidated set of City comments on the Administrative Draft.

Task 9.1 Deliverables:

- One electronic copy (in MS Word) of the Administrative Draft Housing Element.

Task 9.2 Public Review Draft

PlaceWorks will address staff comments on the Administrative Draft and reply to any questions. We will incorporate comments and revisions from staff's review of the Administrative Draft, as directed. PlaceWorks will then prepare and submit a Public Review Draft Housing Element to present to at public hearings.

Task 9.2 Deliverables:

- One electronic copy (in MS Word and PDF) of the Public Review Draft Housing Element to be posted on the City's website for 30 days at a minimum.

Task 9.3 HCD Review Draft

PlaceWorks will address public comments (no more than 4 hours) and incorporate them into the Public Review Draft and prepare a second Public Review Draft for submittal to HCD for review.

Task 9.3 Deliverables:

- One electronic copy (in MS Word and PDF) and one hard copy of the HCD Review draft to send to HCD with a cover letter for their 90-day review.

Task 9.4 2nd HCD Review Draft

PlaceWorks will work with City staff to address HCD's comment and incorporate them into the 3rd Public Review for posting on the City's website for 7 days and then for submittal to HCD for an additional 60-day review.

Task 9.4 Deliverables:

- One electronic copy (in MS Word and PDF) and one hard copy of track changes of the HCD Review draft to send to HCD with a cover letter for their 60-day review.

Task 9.5 Final Adoption and Certification

PlaceWorks will prepare a final Housing Element that incorporates changes to the HCD Draft from City staff, HCD, or public comments. PlaceWorks will submit the final Housing Element to HCD for final certification. The City will be responsible for submitting to the water/sewer district and OPR.

Task 9.5 Deliverables:

- Electronic copies and one hard copy of each version (in MS Word and web-supported PDF) of the final draft to the City and to HCD with a cover letter for their 60-day certification review. One clean version and one showing all changes made will be included.

TASK 10. STATE CERTIFICATION

PlaceWorks staff maintains strong working relationships with HCD reviewers. Our staff is very familiar with HCD's processes, staff, and what steps need to be taken to ensure Housing Element certification.

PlaceWorks will serve as the City's liaison to HCD. This service will include:

- Respond to comments on the first draft Housing Element from HCD (90-day initial review).
- Respond to comments on the second draft Housing Element from HCD (60-day review).
- Calls and emails with HCD staff to discuss comments.

Task 10 Deliverables:

- One hard copy and one electronic submittal to HCD, including cover letters of the Housing Element with highlighted changes and additions (and printed copies, required by HCD).
- Emails and memoranda to address HCD questions and comments, as needed.
- Memos with proposed revisions to the Housing Element resulting from HCD comments incorporated into the Housing Element in a tracked-changes format for review and approval by City staff.

TASK 11. CEQA COMPLIANCE

Task 11.1 Addendum

The focus of the project will be to update the General Plan to meet RHNA and ensure compliance with new regulations. The use of an Addendum builds on the investment in the General Plan made by the City, and significantly shortens the time period for consideration of the new Housing Element. Finally, provided that the City's decision to use an Addendum is supported with substantial evidence in the record, the City's decision enjoys the same substantial evidence level of challenge as the General Plan EIR.

PlaceWorks will provide an Administrative Draft Addendum following a format discussed during the kickoff meeting. Our default format for an Addendum is short and follows the findings in CEQA Guidelines Section 15162 rather than using an initial study. If a formal initial study is requested, we will need to increase the budget and scope accordingly. We will use a copy of the certified General Plan EIR and findings of fact to inform the analysis portion of the Addendum. We will also include any local standards and ordinances that address physical changes to the environment. All significant impacts identified in the General Plan EIR will be reviewed in the context of the proposed changes. One administrative draft of the Addendum will be provided for review. The final draft of the Addendum will be used to support the CEQA determination during the hearing(s) for the Housing Element. PlaceWorks environmental staff will attend a Zoom meeting to answer questions regarding the Addendum. This scope does not include physical attendance at a meeting; however, we would be happy to amend the scope/budget to attend meetings in person.

Task 11.1 Deliverables:

- Administrative Draft Addendum, Public Draft Addendum, Assistance with Resolution and Staff Report Language.

Task 11.2 SB 18 and AB 52 Consultation

PlaceWorks will assist the City by completing the Native American Heritage Commission (NAHC) online form requesting a tribal contact list. Using the addresses on the list from NAHC, PlaceWorks will draft letters (for distribution on City letterhead) to each of the tribes on the NAHC list inquiring whether they want consultation. While not required for an Addendum, we recommend AB 52 notification to cover the rezoning activities. It's a small additional scope and cost but can help relieve issues later in the process. To comply with AB 52, letters will be prepared for any tribes who have requested consultation pursuant to AB 52.

As consultation for AB 52 and Section 21080.3.1 of CEQA is a government-to-government process, it must be initiated by the local government agency, and counties are usually represented at the consultation(s). PlaceWorks can facilitate and

attend the consultation(s); however, the City must be represented. Pursuant to SB 18, tribes identified by NAHC will receive a written letter notifying them of the proposed project and asking if they wish to consult; tribes who notified the City under AB 52 will also be notified of the project and asked if they desire to consult in accordance with AB 52 and Sections 21080.3.1 and 21080.3.2 of CEQA. Following the consultation meeting (or conference call), PlaceWorks will provide the written outcome of the process and a record for the environmental documentation showing that AB 52 consultation has been completed. Completion of the AB 52 process is needed prior to circulation of the environmental document for public review. Completion of the SB 18 process is needed prior to acting on the project.

Task 11.2 Deliverables:

- Draft letter to NAHC; Draft letters to identified tribes; Facilitation, attendance, and documentation of requested consultations; and Written results of consultation, including closure of AB 52 consultation.

Proposed Schedule

Soledad is due to adopt the Housing Element by December 2023 or with 120 days of this due date to be in compliance with state law. The following schedule outlines the milestones associated with the Housing Element update. The schedule includes two rounds of review with HCD based on our most recent experience.

Tasks	2023												2024		
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M
Task 1. Project Kick-off Meeting															
Task 2. Project Management and Coordination															
Task 3. Draft and Final Summary Report															
3.1 Stakeholder Consultations															
3.2 Community Meeting															
3.3 Planning Commission and City Council Study Session															
3.4 Planning Commission and City Council Study Session Hearings															
Task 4. Housing and Special Housing Needs															
4.1 Housing Needs Assessment															
4.2 Affirmatively Futhering Fair Housing (AFFH) Assessment															
Task 5. Housing Constraints															
Task 6. Review of Existing 2015-2023 Housing Element															
Task 7. Sites Inventory															
7.1 Housing Parcel Identification Analysis															
7.2 Underutilized Sites Analysis															
7.3 Demonstrate the Feasibility of Infill and Densities Less Than 20du/acre															
7.4 Infrastructure Analysis															
7.5 Financial and Programmatic Resources															
7.6 Electronic Housing Element Site Inventory Form															
Task 8. Housing Goals, Policies, Programs, and Quantified Objectives															
Task 9. Draft Housing Element															
9.1 Administrative Draft															
9.2 Public Review Draft															
9.3 HCD Review Draft															
9.4 HCD 2nd Review Draft															
9.5 Final Adoption and Certification															
Task 10. State Certification (2 Rounds of Review)															
Task 11. CEQA Compliance Strategy															
11.1 Addendum															
11.2 SB 18 Consultation															

Legend
Work Period
Public Review Period

Budget Proposal

Budget and Timeline

As shown in the following table, the estimated cost to complete the scope of work described in this proposal is $171,161. This includes two rounds of HCD review and the completion of an addendum.

Assumptions

This scope of work and cost estimate assumes that:

- Our cost estimate includes in-person meeting attendance for one staff member at 5 meetings. Additional meetings would be billed on a time-and-materials basis.
- No more than four hours of PlaceWorks staff time will be allocated to respond to public comments on the Draft Housing Element, this is separate from scoped HCD review process. If additional labor is necessary, a contract amendment allowing additional work will be necessary.
- This budget does not include any assistance with Public Records Requests.
- This budget does not include rezoning to meet the RHNA.
- All products will be submitted in electronic (PDF) format, printing costs are not included expect for HCD review copies.
- The City will be responsible for meeting logistics, including schedule coordination, document production, staff report writing, printing notices, mailing costs, room reservations, room set-up and take-down, and refreshments.

COST ESTIMATE

		PLACEWORKS															
		Jennifer Gastelum	Nicole West	Amy Sinshiemer	Lucy Rollins	Deborah Ezra	Karla Martinez	Mark Teague	Patrick Hindmarsh	Miles Barker	GIS	GRAPHICS	TECH. EDITOR	WP/ CLERICAL	PlaceWorks Hours	PlaceWorks 2% Office Expenses	Total Task Budget
		Principal-in-Charge	Project Manager	Senior Advisor	Associate	Associate	Project Planner	Managing Principal, CEQA	CEQA Senior Associate	CEQA Project Planner							
	Hourly Rate:	$250	$180	$200	$140	$140	$125	$240	$215	$125	$195	$125	$140	$120			
TASK 1. Project Kick-off Meeting																	
	Project Kick-off Meeting	1	4	2	4		4								15	$49	$2,479
	Task 1. Subtotal	**1**	**4**	**2**	**4**	**0**	**4**	**0**	**0**	**0**		**0**	**0**	**0**	**15**	**$49**	**$2,479**
TASK 2. Project Management and Coordination																	
	Project Management and Coordination	6	48	16	8										78	$289	$14,749
	Task 2. Subtotal	**6**	**48**	**16**	**8**	**0**	**0**	**0**	**0**	**0**		**0**	**0**	**0**	**78**	**$289**	**$14,749**
TASK 3. Community Outreach and Engagement																	
3.1	Stakeholder Consultations		2	1	4		12								19	$52	$2,672
3.2	Community Meeting (1 in-person)	1	4	12	4		12				2	12		4	51	$156	$7,956
3.3	Planning Commission and City Council Study Session (1)	1	4	12			8				2	4		2	33	$110	$5,610
3.4	Planning Commission and City Council Hearings (4)	2	8	32			16					2		2	62	$217	$11,047
	Task 3. Subtotal	**4**	**18**	**57**	**8**	**0**	**48**	**0**	**0**	**0**		**18**	**0**	**8**	**165**	**$535**	**$27,285**
TASK 4. Housing and Special Housing Needs																	
4.1	Housing Needs Assessment		4		16		25					4			49	$132	$6,717
4.2	Affirmatively Furthering Fair Housing (AFFH) Assessment		8		25	50	8				24	4		6	125	$377	$19,217
	Task 4. Subtotal	**0**	**12**	**0**	**41**	**50**	**33**	**0**	**0**	**0**		**8**	**0**	**6**	**174**	**$509**	**$25,934**
TASK 5. Housing Constraints																	
	Housing Constraints		8	2	12		18								40	$115	$5,885
	Task 5. Subtotal	**0**	**8**	**2**	**12**	**0**	**18**	**0**	**0**	**0**		**0**	**0**	**0**	**40**	**$115**	**$5,885**
TASK 6. Review of Existing 2015-2023 Housing Element																	
	Review of Existing 2015-2023 Housing Element		6	2			16							4	28	$79	$4,039
	Task 6. Subtotal	**0**	**6**	**2**	**0**	**0**	**16**	**0**	**0**	**0**		**0**	**0**	**4**	**28**	**$79**	**$4,039**
TASK 7. Sites Inventory																	
7.1	Housing Parcel Identification Analysis		24	2	4						12				42	$152	$7,772
7.2	Underutilized Sites Analysis		16	2	1						8				27	$100	$5,080
7.3	Demonstrate the Feasibility of Infill and Densities Less than 20 du/acre		8		1										9	$32	$1,612
7.4	Infrastructure Analysis		2		8										10	$30	$1,510
7.5	Financial and Programmatic Resources		2		4										6	$18	$938
7.6	Electronic Housing Element Site Inventory Form		4				12								16	$44	$2,264
	Task 7. Subtotal	**0**	**56**	**4**	**18**	**0**	**12**	**0**	**0**	**0**	**20**	**0**	**0**	**0**	**110**	**$376**	**$19,176**
TASK 8. Housing Goals, Policies, Programs, and Quantified Objectives																	
	Housing Goals, Policies, Programs, and Quantified Objectives		12			12	8								32	$97	$4,937
	Task 8. Subtotal	**0**	**12**	**0**	**0**	**12**	**8**	**0**	**0**	**0**		**0**	**0**	**0**	**32**	**$97**	**$4,937**
TASK 9. Draft Housing Element																	
9.1	Administrative Draft	8	16	4	8		24				2		12	8	82	$257	$13,087
9.2	Public Review Draft	4	16	4	6		12				2		4	2	50	$164	$8,374
9.3	HCD Review Draft	1	12	2	6		8				2		2	2	35	$111	$5,671
9.4	HCD 2nd Review Draft	1	8	2	4		8						2	2	27		$0
9.5	Final Adoption and Certification		2	2										4	27	$83	$4,253
	Task 9. Subtotal	**14**	**54**	**14**	**24**	**0**	**52**	**0**	**0**	**0**		**0**	**20**	**18**	**221**	**$615**	**$31,385**
TASK 10. State Certification																	
	State Certification (2 rounds of review)	2	32	12	16	8	24				8	4	4	4	114	$362	$18,482
	Task 10. Subtotal	**2**	**32**	**12**	**16**	**8**	**24**	**0**	**0**	**0**	**8**	**4**	**4**	**4**	**114**	**$362**	**$18,482**
TASK 11. CEQA Compliance																	
1	Addendum							10	8	40			4	4	66	$203	$10,363
2	SB 18 Consultation							4	6	12				1	23	$77	$3,947
	Task 11. Subtotal	**0**	**0**	**0**	**0**	**0**	**0**	**14**	**14**	**52**		**0**	**4**	**5**	**89**	**$280**	**$14,310**
	Labor Hours Total	**27**	**250**	**109**	**131**	**70**	**215**	**14**	**14**	**52**		**30**	**28**	**45**	**1066**		
	Labor Dollars Total	**$6,750**	**$45,000**	**$21,800**	**$18,340**	**$9,800**	**$26,875**	**$3,360**	**$3,010**	**$6,500**		**$3,750**	**$3,920**	**$5,400**		**$3,306**	**$168,661**
EXPENSES																	
PlaceWorks Reimbursable Expenses																	$2,000
															EXPENSES TOTAL		$2,500
GRAND TOTAL																	**$171,161**

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services 17901 Von Karman Avenue, Suite 1100 (949) 399-5800; License #0437153 Irvine, CA 92614 Attn: NewportBeach.CertRequest@marsh.com/F: 212-948-4323 CN115158923--01-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Crum & Forster Specialty Insurance Co — 44520 **INSURER B :** Travelers Property Casualty Co. of America — 25674 **INSURER C :** N/A — N/A **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002652466-01 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR X BI & PD Ded. $5,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			EPK140207	07/01/2022	07/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Contractors Pollution	$ $ $ $ $ $ $	5,000,000 50,000 5,000 5,000,000 5,000,000 5,000,000 5,000,000
B	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			BA1N96406A2243G	07/01/2022	07/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp/Coll Deductibles	$ $ $ $ $	1,000,000 1,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB7K7286762243G	07/01/2022	07/01/2023	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $	 1,000,000 1,000,000 1,000,000
A	Errors & Omissions-Claims Made Retro Dates: See 2nd Page			EPK140207	07/01/2022	07/01/2023	Each Claim/Aggregate		5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City, its officers, officials, employees, and volunteers are included as additional insured where required by written contract with respect to General Liability and Auto Liability. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract. Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions.

CERTIFICATE HOLDER

City of Soledad
248 Main St.
Soledad, CA 93960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh Risk & Insurance Services

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh Risk & Insurance Services	PlaceWorks, Inc 3 MacArthur Place, Suite 1100 Santa Ana, CA 92707
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Errors & Omissions Retro Dates:
7/1/99 - Planning Center, Inc.
1/1/87 - Design Community & Engineering Inc.

Subject to policy terms, conditions, limitations and exclusions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. **BROAD FORM NAMED INSURED**

B. **BLANKET ADDITIONAL INSURED**

C. **EMPLOYEE HIRED AUTO**

D. **EMPLOYEES AS INSURED**

E. **SUPPLEMENTARY PAYMENTS - INCREASED LIMITS**

F. **HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS**

G. **WAIVER OF DEDUCTIBLE - GLASS**

H. **HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT**

I. **PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT**

J. **PERSONAL PROPERTY**

K. **AIRBAGS**

L. **NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**

M. **BLANKET WAIVER OF SUBROGATION**

N. **UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured, of SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your busi- ness.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be cov. ered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS - INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4),** of **SECTION II - COVERED AUTOS LIABILITY COVERAGE:**

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day be- cause of time off from work.

F. HIRED AUTO - LIMITED WORLDWIDE COVERAGE - INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **8.7., Policy Period, Coverage Territory, of SECTION IV - BUSINESS AUTO CONDITIONS:**

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, em- bargo, or similar regulation imposed by the United States of America applies to and pro- hibits the transaction of business with or within such country or jurisdiction, for Cov- ered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and H1at is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit describecl in Paragraph C., Limits Of Insurance, of SECTION II - COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have usecl up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such coun- try up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory in- surance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE - GLASS

The following is added to Paragraph **D., Deductible,** of **SECTION III - PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE - LOSS OF USE - INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE - TRANSPORTATION EXPENSES - INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **8.3., Exclusions,** of **SECTION** III - **PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.,** but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.,** of **SECTION IV- BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.,** Transfer **Of Rights Of Recovery Against Others To Us,** of **SECTION IV - BUSINESS AUTO CONDI- TIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **8.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV - BUSINESS AUTO CONDITIONS:**

The unintentional om1ss1on of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Person(s) or Organization(s):	Location And Description Of Completed Operations
Where Required By Written Contract.	Where Required By Written Contract.
Information required to complete this Schedule, if not shown above, will beshown in the Declarations.	

A. Section III - Who Is An Insured within the Common Provisions is amended to include as an insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Crum & Forster
part of the FAIRFAX group

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON--CONTRIBUTORY ADDITIONAL INSURED WITH WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CON1'RACTORS POLLUTION LIABILITY COVERAGE PART
ERRORS AND OMISSIONS LIABILITY COVERAGE PART
THIRD PARTY POLLUTION LIABILITY COVERAGE PART

SCHEDULE

Name of Additional Insured Person(s) or Oraanizationfs)
Where Required by Written Contract

A. SECTION III - WHO IS AN INSURED within the Common Provisions is amended to include as an additional insured the person(s) or organization(s) indicated in the Schedule shown above, but solely with respect to "claims" caused in whole or in part, by "your work· for that person or organization performed by you, or by those acting on your behalf.

   This insurance shall be primary and non-contributory, but only in the event of a named Insured's sole negligence.

B. We waive any right of recovery we may have against the person(s) or organization(s) indicated In the Schedule shown above because of payments we make for "damages" arising out of "your work" performed under a designated project or contract with that person(s) or organization(s).

C. This Endorsement does not reinstate or increase the Limits of Insurance applicable to any "claim" lo which the coverage afforded by this Endorsement applies.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

TRAVELERS]

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC **99 03 76** (A) - 001

POLICY UB-7K728676-22-43-G

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORN (BLANKET WAIVER)

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2. oo % of the California workers' compensation premium.

Schedule

Person or Organization	Job Description
ANY PERSON **OR ORGANJ:ZATIO** FOR **WHICH THE INSURED RAS AGREED** BY WRITTEN **CONTRACT EXECU'TJro** PRIOR TO LOSS **TO FURNJ:SH** TRIS **WAIVER.**	

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by_____ __

DATE OF ISSUE:07/01/2021 **ST ASSIGN:**

PLACEWORKS

March 4, 2024

Ariana Mora
City of Soledad
248 Main Street
Soledad, CA 93960

Subject: Extension of our Contract for the Soledad General Plan Update

Dear Ariana:

Our current contract expires on April 1, 2025. We would like to request a contract extension through December 31, 2026.

We will continue to work on and complete the following tasks:

- Existing Conditions
- Vision and Values
- Alternatives
- Preferred Alternative and Draft General Plan
- Environmental Impact Report
- Public Review and Adoption
- Housing Element Implementation

We look forward to our continued work on this project. If you have any questions please reach out to either Amy Sinsheimer at asinsheimer@placeworks.com or Kara Kosel at kkosel@placeworks.com.

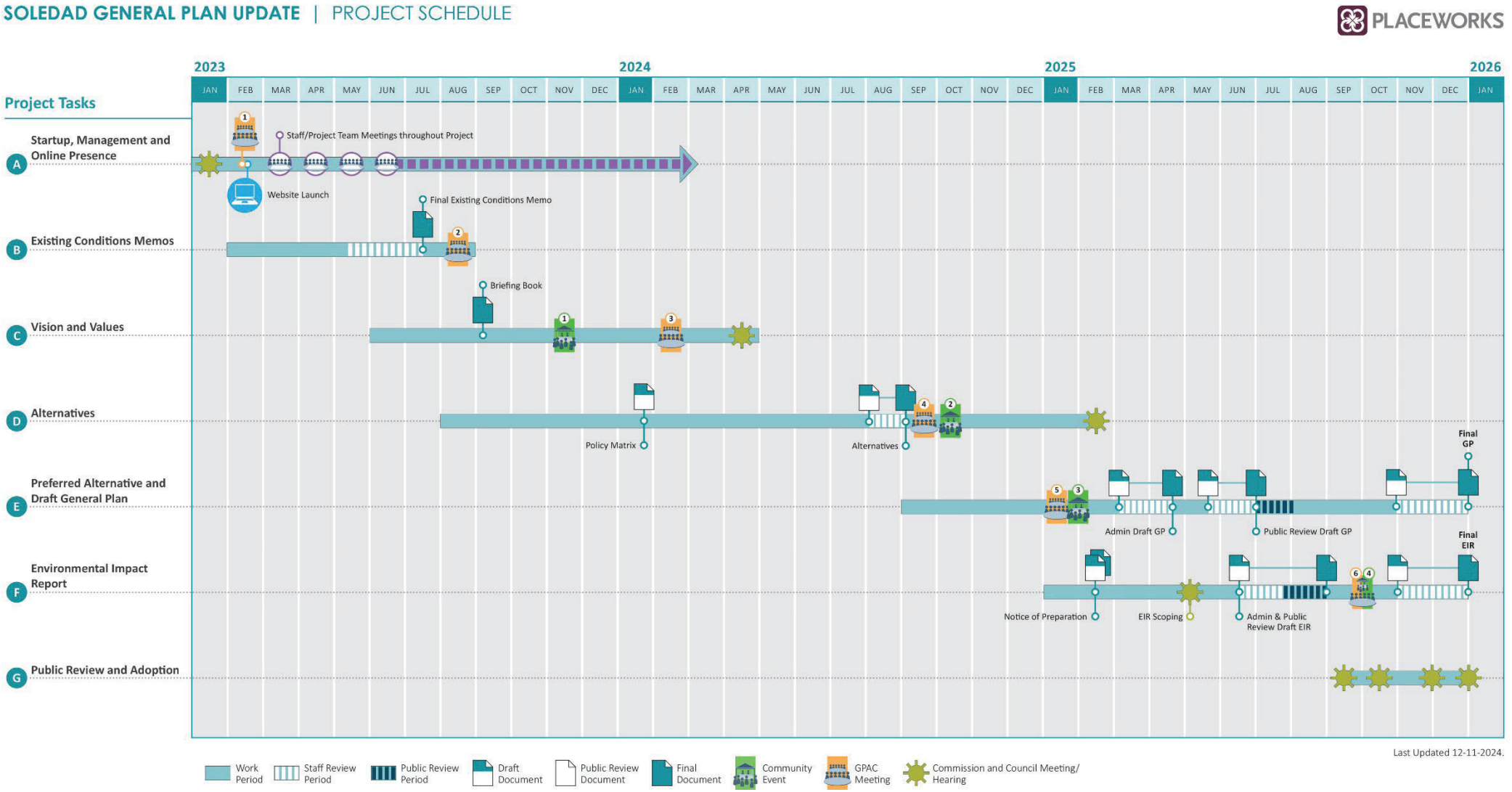
Sincerely,

PLACEWORKS

Kara L. Kosel

Kara L Kosel
Vice President, Finance

Attachment 1. Project Schedule



CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6212, A Resolution of the City Council of the City of Soledad Approving a Biosolids Hauling and Disposal Contract Agreement with Holloway Environmental Solutions, LLC (Holloway), for $237,271.19, Authorizing the City Manager to Execute Said Agreement, and Approving a FY 24/25 Budget Amendment (Increase) in the Amount of $173,000**

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

FROM: **Carla James, Water Resources Manager**

THROUGH: **Megan Hunter, City Manager**

MEETING DATE: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No 6212, "Approving a Biosolids Hauling and Disposal Contract Agreement with Holloway Environmental Solutions, LLC (Holloway), for the Amount of $237,271.19, Authorizing the City Manager to Execute Said Agreement, and Approving a FY 24/25 Budget Amendment (Increase) in the Amount of $173,000."

Executive Summary

In the past, the City had contracted with the Salinas Valley Solid Waste Authority (SVSWA) to dispose of windrowed (dried) biosolids to be used as landfill alternative daily cover (ADC) at the Johnson Canyon Landfill. Prompted by recent regulatory requirements, the City was compelled to remove a backlog of stored biosolids in this fiscal year (FY) 2024/2025 in order to avoid potential fines. In addition, based on an earlier assessment by Cannon Corporation, the best alternative to biosolids handling was to change to direct disposal of biosolids with higher moisture content using Holloway Environmental Services, LLC (Holloway) for hauling and disposal. This combination of changes has resulted in the need for increased disposal services and increased costs that exceed the budgeted amount for disposal earmarked in the FY 2024/2025 budget. Staff is recommending that the Council approve a formal contract for disposal services with Holloway and a budget amendment to cover two outstanding invoices plus projected costs through the end of the fiscal year.

Background

Sewage sludge is the semi-solid, nutrient-rich product that is the result of separating liquids from solids during wastewater treatment. Sewage sludge is more commonly referred to as biosolids. Biosolids

generated at the City of Soledad Water Reclamation Facility (WRF) had historically been moved from the screw press dewatering unit to open areas at the WRF and mechanically dried via windrow processing before being hauled offsite for disposal. A significant tonnage of biosolids had been stored onsite at the WRF despite annual hauling and disposal. In addition, the windrow processing was a time-consuming effort, requiring a lot of staff time and equipment usage and maintenance.

From 2020 through mid-2023, windrowed biosolids had been hauled to the Salinas Valley Solid Waste Authority's (SVSWA's) Johnson Canyon Landfill and used as "alternative daily cover" (ADC). ADC afforded the City a significant discount over standard tipping fees for biosolids disposal.

The Johnson Canyon Landfill is a Class III landfill facility with waste management units (WMUs) approved for discharge and disposal of nonhazardous solid waste and municipal solid waste (MSW) pursuant to the California Code of Regulations (CCR), Title 27, and pursuant to Code of Federal Regulations (CRF), Title 40, Part 258, and is subject to groundwater monitoring requirements.

On September 25, 2020, the California Regional Water Quality Control Board, Central Coast Region, issued General Waste Discharge Requirements Order R3-2020-0001 (Order) for Active Class III Landfills in the Central Coast Region. Enrollment in the Order was phased in, with the Order modified for Johnson Canyon Landfill on November 14, 2022, designating a new monitoring and reporting program (MRP). Within the MRP requirements were stringent waste acceptance criteria for solid wastes designated as ADC. In 2023, the City's biosolids analytical profile did not meet the stringent solid wastes standards to be used as ADC and the City was left with a landfill disposal option only. However, the landfill option at Johnson Canyon Landfill required a biosolids matrix containing no more than 50 percent (%) moisture.

During that timeframe, the City entered into an agreement with Cannon Corporation (Cannon) to investigate an alternative disposal option whereby biosolids are directly hauled and disposed of without windrowing. Compared to windrowing, the direct disposal option would result in a moisture content closer to 85%. Cannon determined that the direct disposal of biosolids with a higher moisture content was less costly than windrowing after considering staff labor and equipment maintenance costs. Cannon identified two potential vendors for the direct disposal option – Holloway Environmental Services, LLC (Holloway), and Synagro Corporation (Synagro). At the time of Cannon's investigation, Holloway's price per Ton was $61, compared to Synagro at $90 per Ton, a significant difference.

In late 2023, the City asked Holloway to periodically haul and dispose of the City's biosolids in Holloway's Industrial Waste Landfill in Lost Hills, CA, which has different regulatory requirements than a MSW landfill facility, including the ability to accept biosolids with high moisture content. Holloway's hauling services were paid on an invoice-received basis from funds earmarked in the budget for biosolids disposal.

In 2024, a regulatory site visit by the California State Water Resource Control Board – Central Coast Region was conducted at the City of Soledad's Water Reclamation Facility (WRF). The regulator identified an excessive amount of biosolids being stored in unlined areas at the WRF that posed a significant threat to groundwater quality and recommended that the biosolids be removed and disposed of as soon as possible. Contamination of the groundwater exposed the City to potential fines.

WRF staff made concerted efforts in October and December 2024, and again in January and February 2025 to remove the last remaining biosolids stored in unlined areas of the WRF, which has resulted in costs that exceed the budgeted amount for biosolids disposal in Fiscal Year (FY) 2024/2025.

Review & Analysis

In FY 2020/2021 and FY 2021/2022 biosolids disposed of at the Johnson Canyon Landfill were charged a rate of $36/Ton by the SVSWA. Hauling was performed by Keith Day Trucking at a rate of $175 per truckload until May 2022, when the hauling rate was doubled to $350 per truckload.

In September of 2022 (fiscal year 2022/2023), the rate charged by the SVSWA for biosolids disposal at the Johnson Canyon Landfill increased from $36/Ton to $64.75/Ton. This increase necessitated a budget increase from $45,000 in FY 2022/2023 to $105,000 in FY 2023/2024. The $64.75/Ton rate charged by the SVSWA was comparable to the updated $64.50/Ton rate proposed by Holloway. In 2023, City staff decided to use Holloway's special services on an "invoice-received" basis.

In FY 2024/2025, the biosolids disposal budget was increased again – from $105,000 to $131,250 – but has now been found to be insufficient to cover the concerted effort to haul and dispose of biosolids stored at the WRF. October 2024, December 2024, January 2025, and February 2025 hauling and disposal by Holloway has resulted in another 23, 17, 47, and 27 truckloads, respectively, for a combined truckload count of 114 year-to-date – almost equal to the combined number of truckloads during the previous three fiscal years.

The table below summarizes fiscal year budgeted and actual spent amounts allocated to biosolids hauling and disposal by the City, along with the number of truckloads removed from the WRF.

Fiscal Year	Budget	Actual Spent	No. of Truckloads
2020/2021	$40,000	$27,505	data unavailable
2021/2022	$40,000	$38,836	43
2022/2023	$45,000	$40,602	24
2023/2024	$105,000	$109,747	49
2024/2025	$131,205	$193,445.83*	114

*year-to-date (YTD) spending based on four invoices – two paid and two outstanding (shown below)

Holloway has invoiced the City four times so far in FY 2024/2025:

1. October 2024 INV-HES-3065 for $37,755.08 (PAID)
2. December 2024 INV-HES-3223 for $29,081.76 (PAID)
3. January 2025 INV-HES-3276 for $81,133.26 (OUTSTANDING)
4. February 2025 INV-HES-3314 for $45,475.73 (OUTSTANDING)

After subtracting the combined amount paid for the October and December 2024 Holloway invoices ($66,836.84) from the budget line item of $131,250, the amount remaining is $64,413.16 – not enough to cover the January 2025 and February 2025 Holloway invoices, which have a combined total of $126,608.99. The budget exceedance (shortage amount) is $62,195.83.

Based on 2024/2025 data, the average biosolids truckload weight is 27 Tons. With another 18 weeks remaining in FY 2024/2025, at a frequency of three-times weekly, the total weight to be hauled and disposed of is estimated to be 1,458 Tons. Holloway's February 28, 2025 proposal (Proposal No. 25-006.00) has increased to $69/Ton based on the following rate structure. The hauling fee of $44/Ton is based on prevailing wage.

Gate Fee: $25/Ton

Hauling Fee: $44/Ton

Total Fee: $69/Ton

(24 Ton Minimum Per Truckload)

Calculating 1,458 Tons with the updated pricing schedule of $69/Ton, the estimated cost to the City is $100,602 for the remaining four months (March, April, May, June 2025), and therefore, $110,662.20 would provide a ten-percent buffer on that estimate.

This amendment request for an increase of $173,000 would be to cover the budget exceedance of $62,195.83 resulting from the outstanding January and February 2025 invoices, plus the anticipated amount of $110,662.20 for hauling and disposal in the remainder of the fiscal year (2024/2025). Due to the amount the City is paying for the referenced hauling services, Staff is recommending that we abandon the invoice-received method of payment and enter into a formal contract for services with Holloway through the end of the 2024/2025 FY. The City has prepared a standard agreement/contract with Holloway retroactive to January of 2025 to cover the January and February invoices, plus future March, April, May, and June 2025 hauling and disposal costs.

For FY 2025/2026, the City plans to move forward with a bid process to locate additional vendors for a cost comparison of biosolids disposal services prior to entering into a new disposal agreement. In addition, to keep biosolids from being moved to unlined areas of the WRF (which is against regulatory guidelines), City staff has transitioned to collecting biosolids directly into truck bins from the screw-press dewatering unit, skipping the windrowing process. This change will result in less equipment maintenance costs and less staff time costs, as per the Cannon assessment recommendation.

Financial Considerations

A budget amendment of $173,000 is needed to cover the difference between the originally approved budget and the actual cost of sludge hauling services required for the remainder of FY 2024/25.

Staff recommends increasing the Wastewater Fund – Sludge Hauling line item (310-0000-52526) from $131,250 to $304,250 to ensure adequate funding for these essential services.

Alternatives

- Approve the recommended resolution.
- Do not approve the attached resolution. This is not recommended as the City has two outstanding invoices to be paid to Holloway that are not sufficiently covered by the current biosolids disposal budget, plus the need for additional sludge hauling and disposal to keep unlined WRF areas free of biosolids accumulation.

Planning/CEQA

The Contract/Agreement 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, this matter is not a project. Any subsequent discretionary projects resulting from this action will be subjected to CEQA Review.

Public Notice Requirements

None required.

Attachment(s):
Resolution No. 6212
Agreement for Services - Holloway
Cannon Report

RESOLUTION NO. 6212

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING A BIOSOLIDS HAULING AND DISPOSAL CONTRACT AGREEMENT WITH HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC (HOLLOWAY), FOR $237,271.19, AUTHORIZING THE CITY MANAGER TO EXECUTE SAID AGREEMENT AND APPROVING A FY 24/25 BUDGET AMENDMENT (INCREASE) IN THE AMOUNT OF $173,000

WHEREAS, biosolids generated at the City of Soledad Water Reclamation Facility (WRF) had historically been moved from the screw press dewatering unit to open areas at the WRF and mechanically dried via windrow processing before being hauled offsite for disposal; and

WHEREAS, windrowed (dried) biosolids had been hauled to the Salinas Valley Solid Waste Authority's (SVSWA's) Johnson Canyon Landfill and used as alternative daily cover (ADC); and

WHEREAS, in 2023, the City's biosolids analytical profile did not meet the stringent solid wastes standards to be used as ADC; and

WHEREAS, a significant tonnage of biosolids had been stored onsite at the WRF despite annual hauling and disposal; and

WHEREAS, windrow processing is a time-consuming effort, requiring a lot of staff time and equipment usage and maintenance; and

WHEREAS, a California state regulator identified an excessive amount of biosolids being stored in unlined areas at the WRF that posed a significant threat to groundwater quality and recommended that the biosolids be removed and disposed of as soon as possible; and

WHEREAS, Cannon Corporation (Cannon) determined that the direct disposal of biosolids with a higher moisture content was less costly than windrowing after considering staff labor and equipment maintenance costs; and

WHEREAS, Cannon identified two potential vendors for the direct disposal option – Holloway Environmental Services, LLC (Holloway), and Synagro Corporation (Synagro); and.

WHEREAS, the City asked Holloway, based in Lost Hills, California, to haul and dispose of the City's biosolids in their Industrial Waste Landfill, which has different regulatory requirements than a MSW landfill facility, including the ability to accept biosolids with high moisture content; and

WHEREAS, Holloway services to the City have exceeded the allotted budget line item of $131,250 for FY 2024/2025 by $62,195.83; and,

WHEREAS, the City needs to pay two outstanding invoices as well as allocate funds towards the continued hauling and disposal of biosolids by Holloway; and,

WHEREAS, therefore, staff recommends Council approve an increase in Sewer Fund line item 310-000-52526 from $131,000 to $304,250 and enter into an agreement/contract with Holloway to provide services for the remainder of FY 2024/2025; and

WHEREAS, the proposed hauling contract for services with Holloway 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, this matter is not a project.

NOW THEREFORE, BE IT HEREBY RESOLVED, by the City Council of the City of Soledad that the Council approves a Biosolids Hauling and Disposal Contract Agreement with Holloway Environmental Solutions, LLC (Holloway), for $237,271.19, and authorizes and directs the City Manager to execute said agreement of behalf of the City.

BE IT FURTHER RESOLVED that the City Council approves a FY 24/25 Budget Amendment (Increase) to Line Item 310-000-52526 in the amount of $173,000 to cover biosolids hauling costs through June 30 of 2025.

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of March 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

CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SOLEDAD AND
HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC
(SLUDGE HAULING AND DISPOSAL SERVICES)

THIS AGREEMENT for consulting services is made by and between the City of Soledad ("City") and **Holloway Environmental Solutions, LLC** ("Consultant") (together referred to as the "Parties") as of **January 1, 2025** (the "Effective Date").

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

1.1 **Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on **June 30, 2025**, the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.

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

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

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

1.5 **Public Works Requirements.** The services described in Exhibit A constitute a public works within the definition of Section 1720(a)(1) of the California Labor Code. As a result, Consultant is required to comply with the provisions of the Labor Code applicable to public works, to the extent set forth in Exhibit B. Consultant shall waive, indemnify, hold harmless, and defend City concerning any liability arising out of Labor Code Section 1720 *et seq.*

Section 2. **COMPENSATION.** City hereby agrees to pay Consultant a sum not to exceed $237,271.19, notwithstanding any contrary indications that may be contained in Consultant's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict

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

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

2.1 **Invoices.** Consultant shall submit invoices, at least once a month during the term of this Agreement, based on the cost for services performed and reimbursable costs incurred prior to the invoice date. Invoices shall contain the following information:

- Serial identifications of progress bills; i.e., Progress Bill No. 1 for the first invoice, etc.;
- The beginning and ending dates of the billing period;
- A Task Summary containing the original contract amount, the amount of prior billings, the total due this period, the balance available under the Agreement, and the percentage of completion;

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

2.3 **Final Payment.** City shall pay the last 10% of the total sum due pursuant to this Agreement within 30 days after completion of the services and submittal to City of a final invoice, if all services required have been satisfactorily performed.

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

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

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

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

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

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

City shall furnish physical facilities such as desks, filing cabinets, and conference space, as may be reasonably necessary for Consultant's use while consulting with City employees and reviewing records and the information in possession of the City. The location, quantity, and time of furnishing those facilities shall be in the sole discretion of City. In no event shall City be obligated to furnish any facility that may involve incurring any direct expense, including but not limited to computer, long-distance telephone or other communication charges, vehicles, and reproduction facilities.

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

4.1 **Workers' Compensation.** Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than $2,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance

complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the Labor Code shall be solely in the discretion of the Contract Administrator. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City and its officers, officials, employees, and volunteers for loss arising from work performed under this Agreement.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General requirements. Consultant, at its own cost and expense, shall maintain commercial general and automobile liability insurance for the term of this Agreement in an amount not less than $2,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

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

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

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

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

c. For any claims related to this Agreement or the work hereunder, the Consultant's insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees,

or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

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

4.3 Professional Liability Insurance.

4.3.1 General requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than $2,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed $150,000 per claim.

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

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

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

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

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

4.4 All Policies Requirements.

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

4.4.2 Verification of coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all policies delivered to Consultant by the insurer, including complete copies of all endorsements attached to those policies. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City

does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

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

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

4.4.5 **Waiver of Subrogation.** Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.

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

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

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

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

Section 5. INDEMNIFICATION AND CONSULTANT'S RESPONSIBILITIES.

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.

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

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

In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONSULTANT.

6.1 **Independent Contractor.** At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement and assignment of personnel pursuant to Subparagraph 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant

and any of its employees, agents, and subcontractors providing services under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

6.2 **Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

7.1 **Governing Law.** The laws of the State of California shall govern this Agreement.

7.2 **Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.

7.3 **Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.

7.4 **Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.

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

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

Section 8. TERMINATION AND MODIFICATION.

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

Consultant may cancel this Agreement upon 30 days' written notice to City and shall include in such notice the reasons for cancellation.

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

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

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

8.4 **Assignment and Subcontracting.** City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 **Survival.** All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall included, but not be limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant; or

8.6.4 Charge Consultant the difference between the cost to complete the work described in Exhibit A that is unfinished at the time of breach and the amount that City would have paid Consultant pursuant to Section 2 if Consultant had completed the work.

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies, specifications, records, files, or any other documents or materials, in electronic or any other form, that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both parties.

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

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

Section 10 MISCELLANEOUS PROVISIONS.

10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.

10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Monterey or in the United States District Court for the Northern District of California.

10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

10.4 **No Implied Waiver of Breach**. The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.

10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the parties.

10.6 **Use of Recycled Products.** Consultant shall prepare and submit all reports, written studies and other printed material on recycled paper to the extent it is available at equal or less cost than virgin paper.

10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

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

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

Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

10.8 **Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.

10.9 **Contract Administration.** This Agreement shall be administered by Carla James, Water Resources Manager ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.

10.10 **Notices.** Any written notice to Consultant shall be sent to:

Holloway Environmental Solutions
5060 California Ave., Suite 710
Bakersfield, CA 93309
Attn: Jeremy Bowman

Any written notice to City shall be sent to:
City of Soledad
P.O. Box 156
Soledad, CA 93960
Attn: Carla James

10.11 **Professional Seal.** Where applicable in the determination of the contract administrator, the first page of a technical report, first page of design specifications, and each page of construction drawings shall be stamped/sealed and signed by the licensed professional responsible for the report/design preparation. The stamp/seal shall be in a block entitled "Seal and Signature of Registered Professional with report/design responsibility," as in the following example.

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

10.12 **Integration.** This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A and B represent the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

Exhibit A	Scope of Services and Payment Schedule
Exhibit B	Public Works Requirements

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

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

CITY OF SOLEDAD

_____
Megan Hunter, City Manager

Attest:

_____
Megan Hunter, City Clerk

Approved as to Form:

_____
Michael Rodriquez, City Attorney

HOLLOWAY ENVIRONMENTAL SOLUTIONS, LLC

By:_____
Name:_____
Title: _____

EXHIBIT A
SCOPE OF SERVICES AND PAYMENT SCHEDULE
(see next page)

February 28, 2025

VIA EMAIL
City of Soledad Water Reclamation Facility
34520 Morisoli Road
Soledad, CA 93960
Attn Gabriel Perez
(831) 223-5187

Subject: **Proposal No. 25-006.00 - Biosolids Disposal and Hauling for City of Soledad Water Reclamation Facility**

Dear Mr. Perez,

Holloway Environmental Solutions, LLC. (Holloway) is happy to provide you with a quote for biosolids disposal and hauling services for City of Soledad Water Reclamation Facility. Holloway offers access to a fully permitted, state-of-the-art facility, and is pleased to provide you with a quote for your biosolids hauling and disposal needs.

Holloway is the majority owner of H.M. Holloway, Inc. ("H.M. Holloway") and manages and oversees all waste operations. H.M. Holloway is a fully functioning gypsum mining operation that has expanded to offer multiple services, including accepting waste. Specifically, as it relates to this quote, H.M. Holloway has permits to accept class B or better biosolid material into pits that were excavated during normal mining operations. The current permitted facility has a daily waste capacity of 2,000 wet tons per day.

Holloway will coordinate and supply all required permits, equipment, labor, insurance, and materials necessary to operate and monitor said waste project in accordance with all professional management practices and any local regulations when applicable. Holloway will dispose of class B biosolids from the water reclamation facility to the Holloway facility located at 14045 Holloway Road, Lost Hills, CA 93249.

Cost and Terms:

Holloway understands that the City of Soledad will require hauling and disposal of the biosolids located at the Water Reclamation Facility at 34520 Morisoli Road, Soledad, CA. The material will be collected in a staged belt trailer provided by Holloway and hauled when full upon the request by city staff. The material will be disposed at the Holloway Landfill located at 14045 Holloway Road, Lost Hills, CA 93249. The cost for this service as shown below:

Pricing:

Gate Fee: $25.00 Per Ton
Hauling Fee: $44.00 Per Ton
Total Fee: $69.00 Per Ton
(24 Ton Minimum Per Load)

Terms:

- This proposal is subject to prevailing wages.
- Holloway can suspend services if customer is delinquent over 60 days.
- Biosolid material will be at a minimum 15% dry cake.
- Holloway will not be responsible for finding an alternative site nor pay the difference in costs.
- Holloway can suspend services if sample results come back exceeding our permit limits and if Holloway's radiological sensor indicates a hot load. In this instance Holloway will not be responsible for finding an alternative site nor pay the difference in costs.
- If Holloway in the unlikelihood is shut down, we are not obligated to pay liquidated damages or be responsible for finding/paying for an alternate disposal site.
- The City is responsible for all sampling and lab testing costs that may be required.
- Client will pay promptly no later than 30 days from invoice date. Late payments will be charged $25 a day for every delinquent day until paid in full.

Thank you for the opportunity to provide this quote. If our proposal is acceptable, please sign and email the document back to your account manager. Feel free to call or email if you have any questions. We look forward to hearing from you soon.

Regards,

Jeremy Bowman
Senior Vice President, Environmental
Holloway Environmental Solutions, LLC

Customer Representative

City of Soledad Water Reclamation Facility

Title

Date

*This letter and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. This letter contains confidential information and is intended only for the individual(s) or entity named. If you are not the named addressee you should not disseminate, distribute, or copy this letter. Please notify the sender immediately by e-mail if you have received this letter by mistake, please delete this letter from your system. If you are not the intended recipient you are notified that disclosing, copying, distributing, or taking any action in reliance on the contents of this information is strictly prohibited.

5060 California Ave. Suite 710 Bakersfield, Ca 93309
(661) 758-6484
hollowayenvironmental.com

PREVAILING WAGES

Each worker performing work under this Contract that is covered under Labor Code §§ 1720, 1720.3, or 1720.9, will be paid at a rate not less than the prevailing wage as defined in §§ 1771 and 1774 of the Labor Code. The prevailing wage rates are on file with the City and available online at http://www.dir.ca.gov/dlsr. Pursuant to Labor Code § 1775, Contractor will forfeit to City as a penalty up to $200.00 for each calendar day, or portion thereof, for each worker paid less than the applicable prevailing wage rate. Contractor must also pay each worker the difference between the applicable prevailing wage rate and the amount actually paid to that worker. Contractor must comply with the provisions of Labor Code §§ 1771.4, 1776, and 1812 and all implementing regulations, which are fully incorporated by this reference, including requirements for monthly electronic submission of payroll records to the DIR. Contractor must keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in connection with the Work. Each payroll record must contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and 2) Contractor has complied with the requirements of Labor Code §§ 1771, 1811, and 1815 for any Work performed by its employees on the Project. A certified copy of an employee's payroll record must be made available for inspection or furnished to the employee or his or her authorized representative on request, to City, to the Division of Labor Standards Enforcement, to the Division of Apprenticeship Standards of the DIR, and as further required by the Labor Code.

Upon notice of noncompliance with Labor Code § 1776, Contractor has ten days in which to comply with the requirements of this section. If Contractor fails to do so within the ten-day period, Contractor will forfeit a penalty of $100.00 per day, or portion thereof, for each worker for whom compliance is required, until strict compliance is achieved. Upon request by the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, these penalties will be withheld from payments then due to Contractor.

Pursuant to Labor Code § 1771.4, the Contract for this Project is subject to compliance monitoring and enforcement by the DIR.

EXHIBIT B

PROVISIONS REQUIRED FOR PUBLIC WORKS CONTRACTS PURSUANT TO CALIFORNIA LABOR CODE SECTION 1720 *ET SEQ.*

HOURS OF WORK:

A. In accordance with California Labor Code Section 1810, 8 hours of labor in performance of the services described in Exhibit A shall constitute a legal day's work under this contract.

B. In accordance with California Labor Code Section 1811, the time of service of any worker employed in performance of the services described in Exhibit A is limited to eight hours during any one calendar day, and forty hours during any one calendar week, except in accordance with California Labor Code Section 1815, which provides that work in excess of eight hours during any one calendar day and forty hours during any one calendar week is permitted upon compensation for all hours worked in excess of eight hours during any one calendar day and forty hours during any one calendar week at not less than one-and-one-half times the basic rate of pay.

C. The Consultant and its subcontractors shall forfeit as a penalty to the City $25 for each worker employed in the performance of the services described in Exhibit A for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day, or more than 40 hours in any one calendar week, in violation of the provisions of California Labor Code Section 1810 and following.

WAGES:

A. In accordance with California Labor Code Section 1773.2, the City has determined the general prevailing wages in the locality in which the services described in Exhibit A are to be performed for each craft or type of work needed to be as published by the State of California Department of Industrial Relations, Division of Labor Statistics and Research, a copy of which is on file in the City Public Works Office and shall be made available on request. The Consultant and subcontractors engaged in the performance of the services described in Exhibit A shall pay no less than these rates to all persons engaged in performance of the services described in Exhibit A.

B. In accordance with Labor Code Section 1775, the Consultant and any subcontractors engaged in performance of the services described in Exhibit A shall comply Labor Code Section 1775, which establishes a penalty of up to $50 per day for each worker engaged in the performance of the services described in Exhibit A that the Consultant or any subcontractor pays less than the specified prevailing wage. The amount of such penalty shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Consultant or subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Consultant or subcontractor in meeting applicable prevailing wage obligations, or the willful failure by the Consultant or subcontractor to pay the correct rates of

prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Consultant or subcontractor had knowledge of their obligations under the California Labor Code. The Consultant or subcontractor shall pay the difference between the prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate. If a subcontractor worker engaged in performance of the services described in Exhibit A is not paid the general prevailing per diem wages by the subcontractor, the Consultant is not liable for any penalties therefore unless the Consultant had knowledge of that failure or unless the Consultant fails to comply with all of the following requirements:

1. The contract executed between the Consultant and the subcontractor for the performance of part of the services described in Exhibit A shall include a copy of the provisions of California Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.

2. The Consultant shall monitor payment of the specified general prevailing rate of per diem wages by the subcontractor by periodic review of the subcontractor's certified payroll records.

3. Upon becoming aware of a subcontractor's failure to pay the specified prevailing rate of wages, the Consultant shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due the subcontractor for performance of the services described in Exhibit A.

4. Prior to making final payment to the subcontractor, the Consultant shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages for employees engaged in the performance of the services described in Exhibit A and any amounts due pursuant to California Labor Code Section 1813.

C. In accordance with California Labor Code Section 1776, the Consultant and each subcontractor engaged in performance of the services described in Exhibit A shall keep accurate payroll records showing the name, address, social security number, work, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed in performance of the services described in Exhibit A. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

1. The information contained in the payroll record is true and correct.

2. The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by the employer's employees on the public works project.

The payroll records required pursuant to California Labor Code Section 1776 shall be certified and shall be available for inspection by the Owner and its authorized representatives, the

Division of Labor Standards Enforcement, the Division of Apprenticeship Standards of the Department of Industrial Relations and shall otherwise be available for inspection in accordance with California Labor Code Section 1776.

D. In accordance with California Labor Code Section 1777.5, the Consultant, on behalf of the Consultant and any subcontractors engaged in performance of the services described in Exhibit A, shall be responsible for ensuring compliance with California Labor Code Section 1777.5 governing employment and payment of apprentices on public works contracts.

E. In case it becomes necessary for the Consultant or any subcontractor engaged in performance of the services described in Exhibit A to employ for the services described in Exhibit A any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non manual workers as such) for which no minimum wage rate has been determined by the Director of the Department of Industrial Relations, the Contractor shall pay the minimum rate of wages specified therein for the classification which most nearly corresponds to services described in Exhibit A to be performed by that person. The minimum rate thus furnished shall be applicable as a minimum for such trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/04/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Shelley Escobar CISR	
James G Parker Insurance Assoc	PHONE (A/C, No, Ext): (559) 584-3323	FAX (A/C, No): (559) 584-9313
License #0554959	E-MAIL ADDRESS: sescobar@jgparker.com	
P O Box 1129		
Hanford CA 93232		

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Holloway Environmental LLC	INSURER A : Allied World National Assurance Co Inc	10690
PO Box 9127	INSURER B : Third Coast Insurance Company	10713
	INSURER C : State Compensation Ins Fund	35076.
Bakersfield CA 93389	INSURER D : Great Lakes Insurance SE	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 24-25 GL BA EX WC PD **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] Pollution Legal Liability [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	03115936	11/30/2024	11/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Pollution Liability	$ 1,000,000 $ 300,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	TCCRO00166124	11/30/2024	11/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			03115938	11/30/2024	11/30/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	9341457-2024	07/01/2024	07/01/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Auto Physical Damage			B152503534A241332	11/30/2024	11/30/2025	Comp/Collision Ded Comp/Collision Ded for High Value Units	$2,500 $5,000/$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Soledad, its officers, officials, employees or volunteers are included as additional insured with primary and non-contributory wording and waiver of subrogation as respects general liability and as additional insured with waiver of subrogation as respects auto liability and per forms ENV PEP2 02002 00 0123, ENV PEP2 00004 00 0323, CA2048 1013 and CA0444 1013 attached. Workers Compensation waiver of subrogation applies per form 10217 072014 attached.

CERTIFICATE HOLDER

City of Soledad
248 Main Street
Soledad CA 93960

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James G Parker

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Additional Named Insureds

Other Named Insureds	
HM Holloway Inc	Corporation, Additional Named Insured
HM Holloway LLC	Limited Liability Company, Additional Named Insured
Holloway Agricultural Services LLC	Limited Liability Company, Additional Named Insured
Holloway Environmental Solutions LLC	Limited Liability Company, Additional Named Insured
Holloway Farm Management LLC	Limited Liability Company, Additional Named Insured
Holloway Holdings LLC	Limited Liability Company, Additional Named Insured
Holloway Logistics LLC	Limited Liability Company, Additional Named Insured
Holloway Management LLC	Limited Liability Company, Additional Named Insured
Holloway Materials Recovery OpCo LLC	Limited Liability Company, Additional Named Insured
Holloway Metals Recovery Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Environmental LLC	Limited Liability Company, Additional Named Insured
Lost Hills Land Holdings LLC	Limited Liability Company, Additional Named Insured
Lost Hills Mining LLC	Limited Liability Company, Additional Named Insured

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STATE COMPENSATION INSURANCE FUND

HOME OFFICE
SAN FRANCISCO

ALL EFFECTIVE DATES ARE AT 12:01 AM PACIFIC STANDARD TIME OR THE TIME INDICATED AT PACIFIC STANDARD TIME

ENDORSEMENT AGREEMENT

WAIVER OF SUBROGATION
BLANKET BASIS

BROKER COPY

REP 35
9341457-24
RENEWAL
NE
0-19-63-75

EFFECTIVE JULY 1, 2024 AT 12.01 A.M.
AND EXPIRING JULY 1, 2025 AT 12.01 A.M.

HOLLOWAY ENVIRONMENTAL LLC
2019 WESTWIND DR STE B
BAKERSFIELD, CA 93301

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE 2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

PERSON OR ORGANIZATION	JOB DESCRIPTION
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY OTHER THAN AS STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR LIMITATIONS OF THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO: JULY 2, 2024

2572

AUTHORIZED REPRESENTATIVE

PRESIDENT AND CEO

ALLIED WORLD NATIONAL ASSURANCE COMPANY

PRIMARY ENVIRONMENTAL POLICY (PEP)

COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE

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PRIMARY ENVIRONMENTAL POLICY (PEP)

COMMERCIAL GENERAL LIABILITY, ENVIRONMENTAL AND PROFESSIONAL LIABILITY COVERAGE

Various provisions in this Policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

COVERAGES E, F, AND G OF THIS POLICY PROVIDE CLAIMS MADE AND REPORTED COVERAGE. **CLAIM EXPENSE UNDER COVERAGES E, F, AND G REDUCE THE LIMITS OF INSURANCE.**

Throughout this Policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this Policy. The words "we", "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in bold have special meanings. Refer to **SECTION V – DEFINITIONS.**

In consideration of the payment of premium, and in reliance upon the statements and information in the Application and all information submitted in support thereof, we agree to provide coverage as follows.

COVERAGE IS IN EFFECT IF AN APPLICABLE LIMIT IS SHOWN IN ITEM 3. OF THE DECLARATIONS.

SECTION I – COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. **Insuring Agreement**

   a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **bodily injury** or **property damage** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **bodily injury** or **property damage** to which this insurance does not apply. We may, at our discretion, investigate any **occurrence** and settle any **claim** or **suit** that may result. But:

      (1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

      (2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

      No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

   b. This insurance applies to **bodily injury** and **property damage** only if:

      (1) The **bodily injury** or **property damage** is caused by an **occurrence** that takes place in the **coverage territory**;

      (2) The **bodily injury** or **property damage** occurs during the **policy period**; and

      (3) Prior to the **policy period**, no insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** and no **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, knew that the **bodily injury** or **property damage** had occurred, in whole or in part. If such a listed insured or authorized **employee** knew, prior to the **policy period**, that the **bodily injury** or **property damage** occurred, then any continuation, change or resumption of such **bodily injury** or **property damage** during or after the **policy period** will be deemed to have been known prior to the **policy period.**

c. **Bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**, includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of **SECTION II – WHO IS AN INSURED** or any **employee** authorized by you to give or receive notice of an **occurrence** or **claim**:

(1) Reports all, or any part, of the **bodily injury** or **property damage** to us or any other insurer;

(2) Receives a written or verbal demand or **claim** for damages because of the **bodily injury** or **property damage**; or

(3) Becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

2. **Exclusions**

This insurance does not apply to:

a. **Expected or Intended Injury**

Bodily injury or **property damage** expected or intended from the standpoint of the insured. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

b. **Contractual Liability**

Bodily injury or **property damage** for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury** or **property damage** occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of **bodily injury** or **property damage**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. **Liquor Liability**

Bodily injury or **property damage** for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance, or regulation relating to the sale, gift, distribution, or use of alcoholic beverages.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training, or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the **occurrence** which caused the **bodily injury** or **property damage** involved that which is described in Paragraphs (1), (2), or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. **Workers' Compensation And Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law, or any similar law.

e. **Employer's Liability**

Bodily injury to:

(1) An **employee** of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother, or sister of that **employee** as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an **insured contract**.

f. **Pollution**

(1) **Bodily injury** or **property damage** which would not have occurred in whole or in part but for the actual, alleged, or threatened discharge, dispersal, seepage, migration, release or escape of **pollutants** at any time;

(2) Any loss, cost, or expense arising out of any:

(a) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of **pollutants**; or

(b) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

g. **Aircraft, Auto or Watercraft**

Bodily injury or **property damage** arising out of the ownership, maintenance, use or entrustment to others of any aircraft, **auto,** or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and **loading or unloading**.

This exclusion applies even if the **claims** against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training, or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury** or **property damage** involved the ownership, maintenance, use or entrustment to others of any aircraft, **auto** or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is not being used to carry persons or property for a charge;

(3) Parking an **auto** on, or on the ways next to, premises you own or rent, provided the **auto** is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any **insured contract** for the ownership, maintenance or use of aircraft or watercraft; or

(5) **Bodily injury** or **property damage** arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of **mobile equipment** if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f. (2) or f. (3) of the definition of **mobile equipment**.

(6) **Bodily injury** or **property damage** arising out of:

(a) The delivery of liquid product to a wrong receptacle or to a wrong address; or

(b) The erroneous delivery of one liquid product for another product by an **auto**.

If, under (a) or (b), the **bodily injury** or **property damage** occurs after such operations have been completed or abandoned at the site of such delivery.

Operations that may require further service, maintenance, correction, repair, or replacement of performance at the wrong address or because of any error, defect, or deficiency, but which are otherwise completed, will be deemed completed.

h. **Mobile Equipment**

Bodily injury or **property damage** arising out of:

(1) The transportation of **mobile equipment** by an **auto** owned or operated by or rented or loaned to any insured; or

(2) The use of **mobile equipment** in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. **War**

Bodily injury or **property damage** however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. **Damage to Property**

Property damage to:

(1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization, or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon if the **property damage** arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody, or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the **property damage** arises out of those operations; or

(6) That particular part of any property that must be restored, repaired, or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3), and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **SECTION III – LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work** and were never occupied, rented, or held for rental by you.

Paragraphs (3), (4), (5), and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to **property damage** included in the **products-completed operations hazard**.

k. **Damage to Your Product**

Property damage to **your product** arising out of it or any part of it.

l. **Damage to Your Work**

Property damage to **your work** arising out of it or any part of it and included in the **products-completed operations hazard**.

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. **Damage to Impaired Property or Property Not Physically Injured**

Property damage to **impaired property** or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy, or dangerous condition in **your product** or **your work**; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to **your product** or **your work** after it has been put to its intended use.

n. **Recall of Products, Work, or Impaired Property**

Damages claimed for any loss, cost, or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal, or disposal of:

(1) **Your product**;

(2) **Your work**; or

(3) **Impaired property**;

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy, or dangerous condition in it.

o. **Personal and Advertising Injury**

Bodily injury arising out of **personal and advertising injury**.

p. **Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of **bodily injury**.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. **Recording And Distribution of Material Or Information in Violation Of Law**

Bodily injury or **property damage** arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

r. **Asbestos**

Bodily injury or **property damage** arising from or based upon asbestos or asbestos-containing material.

s. **Lead**

Bodily injury or **property damage** arising from or based upon the toxic properties of lead or lead-containing products or materials.

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t. **Microbial Matter**

Bodily injury or **property damage** arising from or based upon **microbial matter**.

u. **Virus or Bacteria**

Bodily injury or **property damage** arising from or based upon any virus or bacteria**.**

v. **Communicable Disease**

Bodily injury or **property damage** arising from or based upon the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;
(2) Testing for a communicable disease;
(3) Failure to prevent the spread of the disease; or
(4) Failure to report the disease to authorities.

w. **Radioactivity**

Bodily injury or **property damage** arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).

x. **Insurance Afforded Under Other Coverages**

Bodily injury or **property damage** for which insurance is afforded under **SECTION I –COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, or **G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **bodily injury** or **property damage**.

y. **Employment-Related Practices**

Bodily Injury to:

(1) A person arising out of any:
    (a) Refusal to employ that person;
    (b) Termination of that person's employment; or
    (c) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person; or
(2) The spouse, child, parent, brother, or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment, or after employment of that person;
(2) Whether the insured may be liable as an employer or in any other capacity; and
(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

z. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Bodily injury or **property damage** arising out of:

(1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information; or
(2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

As used in this exclusion, electronic data means information, facts, or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

aa. **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened, or alleged:

(a) sexual abuse;

(b) sexual molestation;

(c) sexual assault;

(d) sexual victimization;

(e) physical abuse;

(f) physical assault; or

(g) coercion to engage in sexual activities;

of any person by any **employee**, assistant, **volunteer worker** or member of any insured;

(2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a)through (1) (g) above; or

(3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **SECTION III – LIMITS OF INSURANCE**.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. **Insuring Agreement**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of **personal and advertising injury** to which this insurance applies. We will have the right and duty to defend the insured against any **suit** seeking those damages. However, we will have no duty to defend the insured against any **suit** seeking damages for **personal and advertising injury** to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any **claim** or **suit** that may result. But:

(1) The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance as described in **SECTION III – LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

b. This insurance applies to **personal and advertising injury** caused by an offense arising out of your business but only if the offense was committed in the **coverage territory** during the **policy period**.

2. **Exclusions**

This insurance does not apply to:

a. **Knowing Violation of Rights of Another**

Personal and advertising injury caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**.

b. **Material Published With Knowledge of Falsity**

Personal and advertising injury arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. **Material Published Prior To Policy Period**

Personal and advertising injury arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the **policy period**.

d. **Criminal Acts**

Personal and advertising injury arising out of a criminal act committed by or at the direction of the insured.

e. **Contractual Liability**

Personal and advertising injury for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. **Breach of Contract**

Personal and advertising injury arising out of a breach of contract, except an implied contract to use another's advertising idea in your **advertisement**.

g. **Quality or Performance of Goods – Failure To Conform To Statements**

Personal and advertising injury arising out of the failure of goods, products, or services to conform with any statement of quality or performance made in your **advertisement**.

h. **Wrong Description of Prices**

Personal and advertising injury arising out of the wrong description of the price of goods, products or services stated in your **advertisement**.

i. **Infringement of Copyright, Patent, Trademark or Trade Secret**

Personal and advertising injury arising out of the infringement of copyright, patent, trademark, trade secret, or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your **advertisement**.

However, this exclusion does not apply to infringement, in your **advertisement**, of copyright, trade dress, or slogan.

j. **Insureds in Media and Internet Type Businesses**

Personal and advertising injury committed by an insured whose business is:

(1) Advertising, broadcasting, publishing, or telecasting;

(2) Designing or determining the content of websites for others; or

(3) An Internet search, access, content, or service provider.

However, this exclusion does not apply to Paragraph 29. a, b., and c. of **personal and advertising injury** under **SECTION V - DEFINITIONS**.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing, or telecasting.

k. **Electronic Chatrooms or Bulletin Boards**

Personal and advertising injury arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. **Unauthorized Use of Another's Name or Product**

Personal and advertising injury arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. **Pollution**

Personal and advertising injury arising out of the actual, alleged, or threatened discharge, dispersal, seepage, migration, release, or escape of **pollutants** at any time.

n. **Pollution-related**

Any loss, cost, or expense arising out of any:

(1) Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, **pollutants**; or

(2) **Claim** or **suit** by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, **pollutants**.

o. **War**

Personal and advertising injury, however, caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. **Recording And Distribution of Material or Information in Violation of Law**

Personal and advertising injury arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(3) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or PCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

q. **Asbestos**

Personal and advertising injury arising from or based upon asbestos or asbestos-containing material.

r. **Lead**

Personal and advertising injury arising from or based upon the toxic properties of lead or lead-containing products or materials.

s. **Microbial Matter**

Personal and advertising injury arising from or based upon **microbial matter**.

t. **Virus or Bacteria**

Personal and advertising injury arising from or based upon any virus or bacteria.

u. **Communicable Disease**

Personal and advertising injury arising from or based upon the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

v. **Radioactivity**

Personal and advertising injury arising from or based upon radiation, radioactivity, radioactive materials, or contamination, including but not limited to naturally occurring radioactive materials (commonly referred to as NORM, TNORM, or TENORM).

w. **Insurance Afforded Under Other Coverages**

Personal and advertising injury for which insurance is afforded under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, or **G – PROFESSIONAL LIABILITY** of this Policy or for which insurance is afforded under another Commercial General Liability, Pollution Liability, or Professional Liability policy issued to you by us or an affiliate of us, including, but not limited to, insurance provided for the defense of any **claim** or **suit** alleging **personal and advertising injury**.

x. **Employment-Related Practices**

Personal and advertising injury to a person arising out of any:

(1) Refusal to employ that person;

(2) Termination of that person's employment; or

(3) Employment-related practices, policies, acts, or omissions, such as coercion, demotion, evaluation, re-assignment, discipline, defamation, harassment, humiliation, discrimination, or malicious prosecution directed at that person; or the spouse, child, parent, brother or sister of the person as a consequence of **bodily injury** to that person at whom any of the employment-related practices described in paragraphs (1), (2) or (3) above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs (1), (2), or (3) above occurs before employment, during employment, or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

y. **Access Or Disclosure Of Confidential Or Personal Information**

Personal and advertising injury arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

z. **Sexual Abuse or Molestation**

Any liability arising out of:

(1) The actual, threatened, or alleged:

(a) sexual abuse;

(b) sexual molestation;

(c) sexual assault;

(d) sexual victimization;

(e) physical abuse;

(f) physical assault; or

(g) coercion to engage in sexual activities;

of any person by any **employee**, assistant, **volunteer worker** or member of any insured;

(2) Any injury resulting from the actual, threatened, or alleged acts listed in subparagraphs (1) (a) through (1) (g) above; or

(3) The negligent employment; investigation; supervision; reporting to the proper authorities, or failure to so report, or retention, of any **employee**, assistant, **volunteer worker** or member of any insured whose conduct would be excluded by subparagraph (1) above.

COVERAGE C - MEDICAL PAYMENTS

1. **Insuring Agreement**

a. We will pay medical expenses as described below for **bodily injury** caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the **coverage territory** and during the **policy period**;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray, and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing, and funeral services.

2. **Exclusions**

We will not pay expenses for **bodily injury**:

a. **Any Insured**

To any insured, except **volunteer workers**.

b. **Hired Person**

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. **Injury on Normally Occupied Premises**

To a person injured on that part of premises you own or rent that the person normally occupies.

d. **Workers' Compensation and Similar Laws**

To a person, whether or not an **employee** of any insured, if benefits for the **bodily injury** are payable or must be provided under a workers' compensation or disability benefits law or similar law.

e. **Athletics Activities**

To a person injured while practicing, instructing, or participating in any physical exercises or games, sports, or athletic contests.

f. **Products-Completed Operations Hazard**

Included within the **products-completed operations hazard**.

g. **Coverage A Exclusions**

Excluded under Coverage A.

COVERAGE D – GENERAL POLLUTION LIABILITY

1. Insuring Agreements

a. We will pay **loss** that the insured becomes legally obligated to pay because of a **claim** for:

(1) **Hostile Fire and Building Equipment Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** caused by heat, smoke, or fumes from a **hostile fire**; or

(ii) **Bodily injury** sustained within a building and caused by smoke, fumes, vapor, or soot produced by or originating from equipment that is used to heat, cool, or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

(2) **Products Pollution and Exposure Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **your product**, and included in the **products-completed operations hazard**; or

(ii) **Bodily injury** or **property damage** caused by the ingestion, inhalation, or absorption of, or contact with, or exposure to, any fumes, dust, particles, vapors, liquids, or other substances that are or originate from **your product**, and included in the **products-completed operations hazard**.

(3) **Transported Cargo Pollution Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **cargo** during **transportation**; or

(ii) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **misdelivery** as a result of **transportation** of **cargo**.

(4) **Contractors Pollution Liability**

(i) **Bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** caused by **your work** away from any location that is owned, rented, managed, or leased by the insured.

b. The insurance afforded under the Insuring Agreements of this **COVERAGE D** shall only apply if:

(1) The **bodily injury**, **property damage**, or **environmental damage** is caused by a **pollution incident** that takes place in the **coverage territory**; and

(2) The **bodily injury**, **property damage**, or **environmental damage** takes place during the **policy period**; and

(3) Prior to the **policy period**, no **responsible manager** knew that **bodily injury**, **property damage**, or **environmental damage** had occurred, in whole or in part. If such a **responsible manager** knew, prior to the **policy period**, that the **bodily injury**, **property damage**, or **environmental damage** occurred, then any continuation, change, or resumption of such **bodily injury**, **property damage** or **environmental damage** during or after the **policy period** will be deemed to have been known prior to the **policy period**.

c. **Bodily injury**, **property damage**, or **environmental damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **responsible manager**, includes any continuation, change, or resumption of that **bodily injury**, **property damage**, or **environmental damage** after the end of the **policy period**.

d. **Bodily injury**, **property damage**, or **environmental damage** will be deemed to have been known to have occurred at the earliest time when any **responsible manager**:

(1) Reports all, or any part, of the **bodily injury**, **property damage**, or **environmental damage** to us or any other insurer;

(2) Receives a written or verbal demand or **claim** for **loss** because of the **bodily injury**, **property damage**, or **environmental damage**; or

(3) Becomes aware by any other means that **bodily injury**, **property damage**, or **environmental damage** has occurred or has begun to occur.

e. Damages because of **bodily injury** include damages claimed by any person or organization for care, loss of services, or death resulting at any time from the **bodily injury**.

f. We will have the right and duty to defend the insured against any **claim** for **bodily injury**, **property damage**, or **environmental damage** to which this insurance applies. We have the right to select legal counsel to defend the insured against any such **claim**. However, we will have no duty to defend the insured against any **claim** to which this insurance does not apply. We may, at our discretion, investigate any **pollution incident** and settle any **claim** that may result. But:

(1) The amount we will pay for **loss** is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

(2) Our right and duty to defend ends when the applicable Limits of Insurance as described in **SECTION III – LIMITS OF INSURANCE** have been used up or tendered into court.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **SECTION I – COVERAGES, COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS**.

COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY

1. Insuring Agreements

a. **Time Element Location Pollution Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury**, **property damage** or **environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **time element location**, provided that:

(1) The insured establishes to our satisfaction that the **pollution incident** first commenced at an identifiable time and place during the **policy period** and is not a continuation or repetition of another incident or event;

(2) The insured discovers the **pollution incident** no later than twenty (20) days after it first commenced;

(3) The **pollution incident** is reported to us, in writing, no later than eighty (80) days after it first commenced; and

(4) The **pollution incident** results in a **claim** for **bodily injury**, **property damage**, or **environmental damage** first made against the insured during the **policy period,** and the **claim** is first reported to us, in writing, during the **policy period** or within the sixty (60) day period immediately following the last day of the **policy period**.

b. **Non-Owned Location Pollution Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury**, **property damage**, or **environmental damage** resulting from a **pollution incident** on, at, under, or migrating from a **non-owned location**, provided that:

(1) The **pollution incident** commences on or after the **retroactive date**, if any; and

(2) The **pollution incident** results in a **claim** for **bodily injury**, **property damage**, or **environmental damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY

1. Insuring Agreements

a. **Bodily Injury and Property Damage Liability**

We will pay **loss** that an insured becomes legally obligated to pay because of **bodily injury** or **property damage** resulting from a **pollution incident** on, at, under, or migrating from a **scheduled location**, provided that:

(1) The **pollution incident** commences on or after the **retroactive date**, if any; and

(2) The **pollution incident** results in a **claim** for **bodily injury** or **property damage** first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

b. **On-Site Clean-up Costs Liability**

We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** on, at, or under the **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

(1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or

(2) **Pollution incident** results in a **claim** for **environmental damage** on, at, or under a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph b. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted beyond the boundaries of a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** on, at, or under a **scheduled location**.

c. **Off-Site Clean-up Costs Liability**

We will pay **cleanup costs** and **emergency response expense** because of **environmental damage** resulting from a **pollution incident** migrating from a **scheduled location** provided that the **pollution incident** commences on or after the **retroactive date**, if any, and the:

(1) **Pollution incident** is first discovered during the **policy period**, and reported, in writing, to us and the appropriate governmental authority as required by **environmental law**, during the **policy period**; or

(2) **Pollution incident** results in a **claim** for **environmental damage** migrating from a **scheduled location**, and the **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

Our obligation to pay **clean-up costs** or **emergency response expense** under this paragraph c. does not include any **clean-up costs** or **emergency response expense** for the investigation, abatement, containment, treatment, removal, remediation, monitoring, or other activities conducted on, at, or under a **scheduled location**, including any associated transportation and disposal activities, even if such costs are to avoid or mitigate a **pollution incident** migrating beyond the boundaries of a **scheduled location**.

COVERAGE G – PROFESSIONAL LIABILITY

1. Insuring Agreements

a. We will pay **professional damages** an insured becomes legally obligated to pay because of a **claim** resulting from an actual or alleged act, error, or omission in the rendering or failure to render **professional services**, provided that:

(1) The **claim** arises out of **professional services** rendered on or after the r**etroactive date**, if any, and prior to the last day of the **policy period**; and

(2) The **claim** is first made against the insured during the **policy period**, and the **claim** is first reported to us, in writing, during the **policy period** or the extended reporting period, if applicable.

b. We will pay **mitigation expense** on behalf of the **insured** resulting from an act, error, or omission in **professional services** rendered by the insured, provided that:

(1) The **professional services** are rendered during the **policy period** or on or after the **retroactive date**, if any;

(2) The **insured**, during the **policy period**, provides us with immediate written notice of the act, error, or omission in **professional services** and the proposed mitigation action, if any, prior to incurring any **mitigation expense**; and

(3) All **mitigation expense** must be approved by us, in writing, prior to incurring any **mitigation expense**, and must not be afforded insurance under any other insuring agreement of the policy, including COVERAGE G, 1. a.

SECTION I – COVERAGES E, F, AND G – COMMON INSURING AGREEMENT

1. We will have the right and duty to defend the insured against any **claim** for **bodily injury**, **property damage**, **environmental damage**, or **professional damages** to which any of **SECTION I – COVERAGES, COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** applies, by the payment of **claim expense**. We have the right to select legal counsel to defend the insured against any such **claim.** However, we will have no duty to defend the insured against any **claim** to which any of these coverages do not apply. We may, at our discretion, investigate any **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, and settle any **claim** that may result. But:

a. The amount we will pay for **loss**, **cleanup-costs**, **emergency response expense**, **professional damages**, **mitigation expense**, and any other amounts which may be afforded insurance under Coverages E, F, and G is limited as described in **SECTION III – LIMITS OF INSURANCE**; and

b. Our right and duty to defend and continue to pay **claim expense** ends when the applicable Limit of Insurance as described in **SECTION III – LIMITS OF INSURANCE** has been used up or tendered into court.

2. If a **claim** for **bodily injury**, **property damage**, **environmental damage**, **professional damages**, or discovery of **pollution incident** or act error or omission in the rendering or failure to render **professional services**, is reported to us during this **policy period**, then any and all subsequent **claims** or subsequent discoveries of **pollution incidents** or acts, errors or omissions in the rendering or failure to render **professional services** that result from the same, repeated, or continuous **pollution incident** or act, error or omission in the rendering or failure to render **professional services** reported to us during a continuous, uninterrupted renewal thereof issued by us to you providing substantially the same coverage, will be deemed to have been made during this **policy period**. All **claims**, arising from all such **bodily injury**, **property damage**, **environmental damage** or **professional damages**, or discoveries of **pollution incidents** or acts, errors, or omissions in the rendering or failure to render **professional services** shall be deemed to have arisen from one **pollution incident** or one act, error or omission in the rendering or failure to render **professional services** and shall be subject to the applicable Limits of Insurance of this policy.
3. **Loss** because of **bodily injury** includes **loss** claimed by any person or organization for the care, loss of services, or death resulting at any time from the **bodily injury**.

SECTION I – COVERAGES D, E, F, AND G – COMMON EXCLUSIONS

Under **SECTION I – COVERAGES – COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, this insurance does not apply to **claims**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, **claim expense**, or any other amount, injury, or damage for which insurance may be afforded under this policy:

a. **Asbestos and Lead-Based Paint**

Arising out of asbestos, asbestos-containing materials, or lead-based paint in, on, or applied to any building or other structure. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**:

(1) **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability**;

(2) **COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F-SCHEDULED LOCATION POLLUTION LIABILITY**, for:

(a) A **claim** for **bodily injury** or **property damage**; or

(b) That portion of **clean-up costs** or **emergency response expense** for the remediation of soil, surface water, or groundwater that arises out of the inadvertent disturbance of asbestos or asbestos-containing materials or lead-based paint;

and

(3) **COVERAGE G – PROFESSIONAL LIABILITY**

b. **Capital Improvement**

Arising out of a **pollution incident** discovered, encountered, or identified, in whole or in part, in the course of performing, involving, or associated with a capital improvement at a **scheduled location**.

For the purpose of this exclusion, 'capital improvement' means any man-made change or alteration to any premises, site, or location including any activity undertaken to develop, renovate, repair, upgrade or improve such premises, site, or location, including but not limited to excavation, ditching, dredging, clearing, grading, drilling, boring, construction, demolition, dewatering or any other activity to develop, renovate, repair, upgrade or improve such premises, site or location.

c. **Communicable Disease**

Arising out of the actual or alleged transmission of a communicable disease.

This exclusion applies even if the **claim** against any insured alleges negligence or other wrongdoing in the:

(1) Supervising, hiring, employing, training, or monitoring of others that may be infected with and spread a communicable disease;

(2) Testing for a communicable disease;

(3) Failure to prevent the spread of the disease; or

(4) Failure to report the disease to authorities.

d. **Contractual Liability**

Arising out of the insured's assumption of liability in a contract or agreement.

This exclusion does not apply to liability:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an **insured contract**, provided the **bodily injury**, **property damage**, **environmental damage** or **emergency response expense** occurs subsequent to the execution of the contract or agreement. Solely with respect to the insurance afforded under **SECTION I – COVERAGES - COVERAGES D - GENERAL POLLUTION LIABILITY**, **E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F - SCHEDULED LOCATION POLLUTION LIABILITY**, and for the purposes of liability assumed in an **insured contract**, reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be **loss** other than **claim expense**, provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same **insured contract**; and

(b) Such attorneys' fees and litigation expenses are for the defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

e. **Criminal Fines, Penalties, and Assessments**

Arising out of any criminal fine, criminal penalty, or criminal assessment.

f. **Damage to Conveyance**

Arising out of **property damage** to any **conveyance** utilized during **transportation**. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (3) **Transported Cargo Pollution Liability** for **claims** made by third-party carriers for such **property damage** arising from the insured's negligence.

g. **Damage to Property**

Arising out of **property damage** to any property owned, leased, occupied by, or loaned to an insured including any costs or expenses incurred for repair, replacement, enhancement, restoration, or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property, or that is personal property in the care, custody or control of an insured. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY**, **1**. **Insuring Agreements**, a. (4) **Contractors Pollution Liability** for real or personal property owned or leased by or in the care, custody, or control of your client.

h. **Damage to Your Product**

Arising out of **property damage** or **environmental damage** to **your product** arising out of it or any part of it after you have relinquished physical possession. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D. GENERAL POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. (2) **Product Pollution and Exposure Liability**.

i. **Damage To Your Work**

Arising out of any **property damage** or **environmental damage** to **your work** arising out of it or any part of it. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability**, if the damaged work or the work out of which the **loss** arises was performed by your subcontractor.

j. **Discrimination**

Arising out of any actual or alleged discrimination by an insured including but not limited to discrimination on the basis of race, creed, national origin, disability, age, marital status, sex, or sexual orientation unless a **claim** is based upon or arises out of the failure to make reasonable accommodations for a disability in violation of the American with Disabilities Act, 42. U.S.C. 112101, et seq., as amended.

k. **Dishonest Acts/Intentional Non-Compliance**

Arising out of:

(1) Any dishonest, fraudulent, criminal, intentional, or malicious act, error, or omission or those of a knowingly wrongful nature committed by or at the direction of any insured, however, this exclusion will not apply to an insured who did not commit, participate in or have knowledge of such conduct; or

(2) Any intentional disregard of or deliberate, willful or dishonest non–compliance with any **environmental law** or any other statute, ordinance, regulation, order, judgment, decree, a notice of violation, instruction, or directive issued by or on behalf of any governmental body.

This exclusion does not apply to an insured's non-compliance with any law or regulation based on: (i) an insured's reasonable and good faith reliance upon the written advice of qualified outside counsel received in advance of such non-compliance; or (ii) the reasonable and good faith efforts to mitigate a **pollution incident** that results in **emergence response expense** provided coverage under the policy.

l. **Divested Property**

Arising out of a **pollution incident** on, at, under, or migrating from a **time-element location** or **scheduled location**, where such **pollution incident** commenced after the time such location was sold, given away or abandoned by an insured, or was condemned.

m. **Electronic Services**

Arising out of any failure to prevent unauthorized access to or use of an electronic system or program, unless such unauthorized access arises out of any act, error, or omission in the rendering of or failure to render **professional services** by you.

n. **Employer's Liability**

Arising out of any **bodily injury** to:

(1) An **employee** of an insured if such **bodily injury** arises out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) To the spouse, child, parent, brother, sister, member of the household or any relation of such **employee**, including a **leased worker** and a **temporary worker**, who has a right to make a claim against an insured as a consequence of **bodily injury** described in paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (4) **Contractors Pollution Liability** for liability assumed by the insured under an **insured contract** executed prior to the date such injury occurs as a result of **your work** for such contract.

o. **Expected or Intended Injury or Damage**

Arising out of any injury or damage that is expected or intended from the standpoint of a **responsible manager.**

p. **Failure to Maintain Insurance**

Arising out of the actual or alleged failure to advise or require or failure to effect and maintain any policy of insurance, suretyship, or bond.

q. **Faulty Workmanship**

Arising out of the cost to repair or replace any faulty workmanship performed in whole or in part by any insured or anyone for whom any insured is legally responsible, including but not limited to faulty assembly, construction, erection, fabrication, installation, remediation, dismantling, excavation, or manufacturing.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (1) **Hostile Fire and Building Equipment Liability**, (2) **Products Pollution and Exposure Liability**, and (3) **Transported Cargo Pollution Liability**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**.

r. **Insured Versus Insured**

Arising out of:

(1) Any **claim** made by any insured against any other person or entity that is also an insured under this Policy; or

(2) Any **claim** brought against any individual or entity or its subrogees or assignees:

(a) That wholly or partially owns or operates you;

(b) In which you have an ownership interest in excess of twenty-five percent (25%);

(c) That is controlled or operated by you; or

(d) In which you are an officer or director.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. (4) **Contractors Pollution Liability** to a client of the named insured that the named insured has agreed by written contract to name as an additional insured on this policy but only with respect to **loss** caused by **your work**.

s. **Known Pollution**

Arising out of a **pollution incident** that occurred, in whole or in part, prior to the first day of the **policy period** and was known by, or reported to, a **responsible manager** prior to the first day of the **policy period**. Any continuation, change or resumption of such **pollution incident** will be deemed to have been known by a **responsible manager** prior to the first day of the **policy period**.

This exclusion does not apply to:

(1) A **pollution incident** that is specifically identified and scheduled as an exception to this exclusion in a Scheduled Pollution Incident endorsement attached to this policy; or

(2) Insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (4) **Contractors Pollution Liability** and **COVERAGE G – PROFESSIONAL LIABILITY**.

t. **Material Change in Use**

Arising out of a change in the use of or operations at a **scheduled location** from that which you disclosed to us, in writing, prior to the first day of the **policy period**, where such change materially increases the likelihood or extent of a **pollution incident**, **bodily injury**, **property damage**, **environmental damage**, **loss** or **claim**, in relation to the disclosed use or operations, unless we consent to such change in writing.

u. **Nuclear**

Arising out of any radioactive, toxic, or explosive properties of Source Materials, Special Nuclear Materials, or By-Product Materials as defined in the Atomic Energy Act and for which the United States Department of Energy or any other government authority or agency has indemnified the insured or for which the Price Anderson Act provides protection for the insured.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D** - **GENERAL POLLUTION LIABILITY, 1. Insuring Agreements**, a. (1) **Hostile Fire and Building Equipment Liability**, (2) **Products Pollution and Exposure Liability**, and (3) **Transported Cargo Pollution Liability**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**.

v. **Prior Claims or Incidents**

Arising out of a **claim**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, an actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services**, or other circumstances:

(1) Reported by you or on your behalf under any policy not issued by us or any entity affiliated with us prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof; or

(2) Known by, or reported to, a **responsible manager** prior to the first day of the **policy period** or the first day of the first policy issued to you by us if this policy is a continuous, uninterrupted renewal thereof.

Any continuation, change or resumption of such **claim**, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, actual or alleged wrongful act, error or omission in the rendering or the failure to render **professional services** or other circumstances will be deemed to have been known by or reported to, a **responsible manager** prior to the first day of the **policy period**.

w. **Related Entities**

Arising out of any **claim** by an entity or individual that:

(1) Is an affiliate of an insured;

(2) An insured controls, manages, operates, or holds more than twenty-five percent (25%) ownership interest in;

(3) Which controls, manages, operates, or holds more than a twenty-five percent (25%) ownership interest in an insured; or

(4) Is controlled or managed by an insured.

x. **Trademark or Copyright Infringement**

Arising out of any infringement, misappropriation, or violation of copyright, patent, service marks, trademarks, trade secrets, title, or other proprietary or licensing rights or intellectual property of any products, technologies, or services by any insured.

y. **Transportation**

Arising out of the ownership, maintenance, use, operation, entrustment to others, or loading or unloading of any auto, railcar, train, watercraft, or aircraft beyond the boundaries of a **time-element location**, **non-owned location**, or **scheduled location**, or beyond the boundaries of a job site where **your work** is performed by you or on your behalf. This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D- GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a.(3) **Transported Cargo Pollution Liability**.

z. **Underground Storage Tanks**

Arising out of any **underground storage tank**. Except for **SECTION I – COVERAGES – COVERAGE E** - **TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements a. Time Element Location Pollution Liability**, this exclusion does not apply to an **underground storage tank**:

(1) Whose existence is not known by or reported to any **responsible manager** prior to the **policy period**;

(2) That is scheduled onto this policy by endorsement;

(3) Which has been closed, abandoned in place, or removed prior to the commencement of the **policy period** in accordance with **environmental law** at the time of such closure, abandonment, or removal; or

(4) That is an oil/water separator, stormwater collection system, or flow-through process tank located partially in the ground.

aa. **War**

Arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

bb. **Warranty / Guarantee**

Arising out of any express warranty or guarantee unless liability would have attached by law to the insured in the absence of such warranty or guarantee.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements** a. (4) **Contractors Pollution Liability** and **COVERAGE G** – **PROFESSIONAL LIABILITY** for any warranty or guarantee by the insured that **your work** or the insured's **professional services** are in conformity with the generally accepted standard of care or a legal obligation that would be applicable in the absence of such warranty or guarantee.

cc. **Waste Brokering Services**

Arising out of any consultation and arrangement for the transportation, disposal, or treatment of waste or recyclable materials, products, or other materials.

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This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES - COVERAGE D - GENERAL POLLUTION LIABILITY**, **COVERAGE E -TIME- ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **COVERAGE G – PROFESSIONAL LIABILITY** but only to the extent that such consultation and arrangement for waste or recyclable materials, products, or other materials is disclosed to us, in writing, as insured **professional services** in the application or supplemental materials in support of the application.

dd. **Waste Disposal**

Arising out of a **pollution incident** on, at, under, or migrating from any location to which waste or recyclable materials, products, or other materials have been delivered beyond the boundaries of any site where **your work** is being performed.

This exclusion does not apply to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E - TIME ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **1. Insuring Agreements**, b. **Non-Owned Location Pollution Liability**.

ee. **Workers' Compensation and Similar Laws**

Arising out of any obligation of the insured under workers' compensation, disability benefits or unemployment compensation law, or any similar law.

SECTION I - COVERAGES A, B, AND D – SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any **claim** we investigate or settle, or any **suit** against an insured we defend:
   a. All expenses we incur.
   b. Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
   c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the **claim** for damages or **claim** for **loss** or **suit**, including actual loss of earnings up to $500 a day because of time off from work.
   e. All court costs taxed against the insured in the **suit**. However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
   f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
   g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

   These payments will not reduce the limits of insurance.

   Our right and duty to defend and continue to pay supplementary payments end we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; or (ii) the General Aggregate Limit has been used up or tendered into court.
2. If we defend an insured against a **suit** and an indemnitee of the insured is also named as a party to the **suit**, we will defend that indemnitee if all of the following conditions are met:
   a. The **suit** against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an **insured contract**;
   b. This insurance applies to such liability assumed by the insured;
   c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same **insured contract**;
   d. The allegations in the **suit** and the information we know about the **occurrence** or **pollution incident** are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such **suit** and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement, or defense of the **suit**;

(b) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **suit**;

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the **suit**; and

(b) Conduct and control the defense of the indemnitee in such a **suit**.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up either: (i) the applicable limit of insurance in the payment of judgments or settlements or such limit is tendered into court; (ii) the General Aggregate Limit has been used up or tendered into court; or (iii) the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture, or limited liability company, you are an insured. Your **executive officers** and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Your **volunteer workers** only while performing duties related to the conduct of your business, or your **employees**, other than either your **executive officers** (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these **employees** or **volunteer workers** are insureds for:

(1) **Bodily injury** or **personal and advertising injury**:

(a) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company); or

(b) For which there is an obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph(1)(a) above; or

(c) Arising out of his or her providing or failing to provide professional health care services except incidental health care services provided by any physician, dentist, nurse, emergency medical technician or paramedic who is employed by you to provide such services and provided you are not engaged in the business of providing such services.

(2) **Property damage** to property:

(a) Owned, occupied, or used by you; or

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your **employees**, **volunteer workers**, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Any person (other than your **employee** or **volunteer worker**), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Policy.

3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only: (i) until the ninetieth (90^{th}) day after you acquire or form the organization or the last day of the **policy period**, whichever is earlier; (ii) provided that you give us written notification within ninety (90) days of the date of such acquisition or formation or before the last day of the **policy period**, whichever is earlier; and (iii) an additional premium to be charged at our discretion, determined by us, is paid when due;

b. **SECTION I – COVERAGES, COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, **D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** do not apply to **bodily injury**, **property damage**, **environmental damage**, **emergency response expense**, **professional damages** or **mitigation expense**, or any other amounts for which insurance is afforded under those Coverages that occurred before you acquired or formed the organization; and

c. **SECTION I – COVERAGES, COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

4. a. A manager or lessor of premises, a lessor of leased equipment, or a mortgagee, assignee, or receiver is not an insured as respects **bodily injury**, **property damage**, **environmental damage,** or **personal and advertising** injury:

(1) Arising out of any **occurrence** or **pollution incident** that takes place after the equipment lease expires or you cease to be a tenant; or

(2) Arising out of structural alterations, new construction, or demolition operations performed by or on behalf of the manager or lessor of premises, or mortgagee, assignee, or receiver.

5. Any person or organization that has at least a 50% controlling interest in you but only with respect to **bodily injury**, **property damage**, **environmental damage**, or **personal and advertising injury** arising out of their financial control of you caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture, or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in Item 3. of the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. **Claims** made or **suits** brought; or

c. Persons or organizations making **claims** or bringing **suits**.

2. The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of **bodily injury** or **property damage** included in the **products-completed operations hazard**;

b. Damages under **SECTION I – COVERAGES, COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**;

c. Medical expenses under **SECTION I – COVERAGES, COVERAGE C – MEDICAL PAYMENTS**;

d. **Loss** under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, except **loss** because of **bodily injury**, **property damage**, or **environmental damage** included in the **products-completed operations hazard**; and

e. **Professional damages** and **mitigation expense** under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages, and under **COVERAGE D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. (2) **Products Pollution and Exposure Liability**, and a. (4) **Contractors Pollution Liability** for **loss** because of **bodily injury**, **property damage**, and **environmental damage** included in the **products-completed operations hazard**.

4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE B** – **PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all **personal and advertising injury** sustained by any one person or organization. Under Coverage **B**, all damages arising out of the same, related, repeated, or continuous offense are deemed to arise out of one offense.

5. Subject to Paragraph 2. or 3. above, whichever applies:

a. The Each Occurrence Limit is the most we will pay for the sum of:

(1) All damages under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

(2) Medical expense under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS**;

because of all **bodily injury** and **property damage** arising out of any one **occurrence** provided, however, that subject to the foregoing, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS** for the sum of all medical expenses because of **bodily injury** sustained by one person. Under Coverages **A** and **C**, all damages and medical expenses arising out of the same, related, repeated, or continuous **occurrence** are deemed to arise out of one **occurrence**.

b. (1) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES**, **COVERAGE D – GENERAL POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages D, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.

(2) The Each Pollution Incident Limit shown for **SECTION I – COVERAGES**, **COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** is the most we will pay for the sum of all **loss** (including **clean-up costs** and **emergency response expense**) under **SECTION I – COVERAGES**, **COVERAGES E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY** because of all **bodily injury**, **property damage**, and **environmental damage** arising out of any one **pollution incident**. Under Coverages **E**, and **F**, all **loss** (including **clean-up costs** and **emergency response expense**), or any combination thereof, arising out of the same, related, repeated, or continuous **pollution incident** are deemed to arise out of one **pollution incident**.

c. The Each Act, Error, or Omission Limit is the most we will pay for the sum of all **professional damages** and **mitigation expense**, combined, under **SECTION I - COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY** because of all **professional damages** and **mitigation expense** arising out of any one act, error, or omission in the rendering or failure to render **professional services** provided, however, subject to the foregoing, the Mitigation Expense Limit is the most we will pay under **SECTION I - COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY** for the sum of all **mitigation expense**. Under Coverage **G**, all **professional damages** and **mitigation expense**, or both combined, arising out of the same, related, repeated, or continuous acts, errors, or omissions in the rendering or the failure to render **professional services** are deemed to arise out of one act, error, or omission in the rendering or failure to render **professional services**.

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of **property damage** to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under **SECTION I – COVERAGES**, **COVERAGE C – MEDICAL PAYMENTS** for all medical expenses because of **bodily injury** sustained by any one person.
8. The Limits of Insurance apply in excess of the Deductible amounts shown in Item 3. of the Declarations. The Deductible applies to all damages, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense**, or **claim expense** arising out of any one applicable **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services**, regardless of the number of persons or organizations who sustain damages, **loss**, **clean-up costs**, **emergency response expense, professional damages**, **mitigation expense** or **claim expense**.

   We may pay any part or all of the Deductible amount to effect a settlement of any **claim,** damages, **loss**, **clean-up costs**, **emergency response expense**, **professional damages**, **mitigation expense** or **claim expense** and upon notification to you, you shall promptly reimburse us for such part of the Deductible.
9. When we present a settlement offer to the insured that is acceptable to a claimant and within the applicable Limits of Insurance or Deductible, and the insured rejects the proposed settlement of the **claim** for the amount of the settlement offer, our duty to defend the **claim** shall end and the insured shall defend the **claim** at the insured's own expense. In that event, our liability shall not exceed the amount of the settlement offer that was rejected by the insured, plus the amount of **claim expense** incurred up to and including the date of such rejection by the insured, less any outstanding Deductible amounts. For the purpose of this paragraph, rejection of the proposed settlement offer includes the insured's failure to accept, in writing, the proposed settlement offer within five (5) calendar days of the insured's receipt of such offer.
10. Subject to **SECTION IV - CONDITIONS**,12. **Multiple Coverages**, if the same **claim**, **pollution incident**, **occurrence**, offense, or act, error, or omission in the rendering or failure to render **professional services** results in coverage under more than one Insuring Agreement of this policy, only the highest Deductible under all Insuring Agreements applicable to the **claim**, **pollution incident**, **occurrence**, offense, or act, error or omission in the rendering or failure to render **professional services** shall apply.

SECTION IV – CONDITIONS

1. **Assignment**

   This Policy may not be assigned without our prior written consent, which shall not be unreasonably withheld. Assignment of interest under this Policy shall not bind us until our consent is endorsed thereon.

2. **Bankruptcy**

   Bankruptcy or insolvency of the insured or of the insured's estate shall not relieve us of our obligations under this policy and shall not relieve an insured of its obligations under this policy.

3. **Cancellation**

   a. The first Named Insured shown in Item 1. of the Declarations may cancel this Policy by mailing or delivering to us advance written notice of cancellation. When such first Named Insured cancels this Policy, we will return premium to such first Named Insured on a short rate basis subject to the minimum earned premium, if any, shown in an endorsement to the policy.

b. We may cancel this Policy by mailing or delivering to such first Named Insured written notice of cancellation at least:

(1) Ten (10) days before the effective date of cancellation if we cancel for nonpayment of premium or your failure to reimburse us for any Deductible amount paid by us; or

(2) Ninety (90) days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to such first Named Insured's last mailing address known to us. Notice of cancellation will state the effective date and hour of cancellation. The **policy period** will end on that date. If notice is mailed, proof of mailing will be sufficient proof of notice.

4. **Changes**

This Policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in Item 1. of the Declarations is authorized to make changes in the terms of this Policy with our written consent. This Policy's terms can be amended or waived only by endorsement issued by us and made a part of this Policy.

5. **Currency**

All reimbursement shall be made in United States currency at the rate of exchange prevailing on:

a. The date of judgment if a judgment is rendered;

b. The date of settlement if settlement is agreed upon with our written consent; or

c. The date legal expenses are paid.

6. **Duties In The Event of Occurrence, Offense, Claim, Suit, Pollution Incident or Act, Error, or Omission**

a. You must see to it that we are notified as soon as practicable of an **occurrence**, offense, **pollution incident** or act, error or omission in the rendering or failure to render **professional services** to which coverage under any of this insurance may apply. To the extent possible, notice should include:

(1) How, when, and where the **occurrence**, offense, **pollution incident** or act, error, or omission in the rendering or failure to render **professional services** took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the **occurrence,** offense, **pollution incident** or act, error or omission in the rendering, or failure to render **professional services**.

b. If a **claim** is made or a **suit** is brought against any insured, you must:

(1) Immediately record the specifics of the **claim** or **suit** and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the **claim** or **suit** as soon as practicable.

c. All notifications are to be made to the address shown in Item 1. of the Declarations or via email at envcasclaims@awac.com.

d. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses, or legal papers received in connection with the **claim** or **suit**;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the **claim**, **pollution incident**, act, error, or omission in the rendering or failure to render **professional services** or defense against the **suit**;

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury, damage, **loss**, or **professional damages** to which this insurance may also apply; and

(5) Update us regarding any requested information that is not available at the time of the request but subsequently becomes available.

e. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our prior consent, provided, however, this provision does not apply for **emergency response expense** for which you are entitled to recover under this policy.

f. With respect to any **pollution incident** or **environmental damage**, the insured must:

(1) Submit, for our approval, all proposed work plans prior to submittal to any regulatory agency or duly licensed scientist or engineer authorized by law to oversee the investigation and clean-up of a **pollution incident**;

(2) Submit, for our approval, any bid or contract regarding any investigation, removal, response or clean-up action or activity prior to the submission, execution, or issuance of such bid or contract; and

(3) Forward progress reports in connection with any investigation, removal, response, or clean-up action or activity at reasonable intervals and always prior to submitting such reports to any regulatory agency or duly licensed scientist or engineer that is authorized by law to review and approve such reports.

This paragraph f. does not apply to any investigation, removal, response, or clean-up action or activity for which you are entitled to recover **emergency response expense** under this policy.

g. If we are prohibited under applicable law from investigating, defending or settling any such **claim**, the insured shall, under our supervision, arrange for such investigation and defense thereof as is reasonably necessary, and subject to our prior authorization, shall effect such settlement thereof.

h. We have the right, but not the duty, to assume direct control of any clean-up, investigation, abatement, containment, treatment, removal, remediation, monitoring, or disposal activities to which this insurance applies. In the event we exercise such right, all amounts we incur which are **loss**, **clean-up costs** or **emergency response expense**, or any other amounts for which coverage may be afforded under this policy will reduce the applicable Deductible and Limit of Insurance according to **SECTION III - LIMITS OF INSURANCE**.

7. **Economic and Trade Sanctions**

If affording insurance under this Policy would be in violation of any United States of America economic or trade sanctions, including but not limited to, sanctions administered and enforced by the United States Treasury Department's Office of Foreign Assets Control ("OFAC"), then such insurance will be null and void.

8. **Extended Reporting Periods – Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**

If this policy is canceled by the first Named Insured shown in Item 1. of the Declarations or not renewed, and such first Named Insured has not purchased or obtained other insurance to replace the insurance afforded by this policy, the following provisions apply under **Coverages E - NON-OWNED LOCATION POLLUTION LIABILITY only**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**:

a. **Automatic Extended Reporting Period**

The insured is entitled to a ninety (90) day Automatic Extended Reporting Period, commencing on the date and at the time that the **policy period** ends. When the insured is entitled to the ninety (90) day Automatic Extended Reporting Period, the insured has the right to report to us, in writing, during this ninety (90) day Automatic Extended Reporting Period:

(1) A **claim** first made against the insured during the **policy period**; or

(2) A **claim** first made against the insured during the ninety (90) day Automatic Extended Reporting Period, if such **claim** results from: (i) under **SECTION I – COVERAGES**, **COVERAGE E - NON-OWNED LOCATION POLLUTION LIABILITY** only, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** first discovered and reported to us, in writing, during the **policy period**; or (ii) under **SECTION I – COVERAGES**, **COVERAGE G** - **PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing during the **policy period**.

When the ninety (90) day Automatic Extended Reporting Period applies, a **claim** reported to us, in writing, during this ninety (90) day period will be deemed to have been made on the last day of the **policy period**.

b. **Optional Extended Reporting Period**

(1) The first Named Insured shown in Item 1. of the Declarations shall be entitled to purchase an Optional Extended Reporting Period of up to thirty-six (36) months, commencing on the date and at the time the **policy period** ends, provided that:

(a) Within thirty (30) days of such cancellation or non-renewal, we receive written notice from such first Named Insured of its election to purchase an Optional Extended Reporting Period for a specific period of not more than thirty-six (36) months; and

(b) Such first Named Insured pays, prior to the commencement of the Optional Extended Reporting Period and in accordance with our payment terms, the additional premium charged by us, and upon payment, we will issue an endorsement providing for such Optional Extended Reporting Period.

(2) The additional premium charged for the Optional Extended Reporting Period will not be more than two hundred (200%) percent of the total policy premium.

(3) When such first Named Insured is entitled to and purchases the Optional Extended Reporting Period, the insured has the right to report to us, in writing, during the specified Optional Extended Reporting Period, a **claim** first made against the insured during such Optional Extended Reporting Period, provided the **claim** results from a **pollution incident** or act, error or omission in the rendering or failure to render **professional services** first discovered and reported to us, in writing, during the **policy period.** Any **claim** so reported will be deemed to have been made on the last day of the **policy period**.

c. If the Optional Extended Reporting Period is purchased by such first Named Insured in accordance with the preceding paragraphs, the Automatic Extended Reporting Period becomes a part of and is not in addition to, the purchased Optional Extended Reporting Period.

d. When applicable, the Automatic Extended Reporting Period and Optional Extended Reporting Period do not operate to increase any limit of insurance under this policy, extend the **policy period** or change the scope of coverage provided.

e. For the purpose of this section, the quotation of different terms and conditions by us shall not be construed as a non-renewal of this policy.

9. **Headings**

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions of this Policy

10. **Independent Counsel**

In the event the insured is entitled by law to select independent counsel, the attorneys' fees and all other litigation expenses we must pay to that counsel are limited to the rates we actually pay to counsel we retain in the ordinary course of business in the defense of similar **claims** or **suits** in the community where the **claim** or **suit** arose or is being defended.

Additionally, we may exercise the right to require that such counsel have certain minimum qualifications with respect to their competency including experience in defending **claims** or **suits** similar to the one pending against the insured, and to require such counsel have errors and omissions insurance coverage. As respect any such counsel, the insured agrees that counsel will timely respond to our requests for information regarding the **claim** or **suit**.

Furthermore, the insured may at any time, by the insured's signed consent, freely and fully waive the right, if any, to select independent counsel.

11. **Inspections and Surveys**

a. At any time during normal business hours with reasonable advance written notice, we have the right to:

(1) Make inspections and surveys of and monitor and audit books, records, services, proper ties, and activities as far as they relate to the subject matter of this Policy;

(2) Give you reports on the conditions we find; and

(3) Recommend changes.

b. We are not obligated to make any inspections, surveys, reports, or recommendations, and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public and we do not warrant that conditions:

(1) Are safe or healthful; or

(2) Comply with laws, regulations, codes, or standards.

This applies not only to us but also to any rating, advisory, rate service, or similar organization which makes insurance inspections, surveys, reports, or recommendations.

c. We may modify, amend or delete any of the terms and conditions of this Policy, including the right to charge additional premium and the right to cancel, rescind or void this Policy, if any inspection or survey reveals any material risk, hazard or condition that was not previously disclosed by you in the Application or supplemental materials, or which deviates from the information disclosed in the Application or supplemental materials.

12. **Multiple Coverages**

A **claim** or **suit**, or part thereof, for which we have accepted coverage or coverage has been alleged or held to apply under one insuring agreement in this policy shall not be covered under any other insuring agreement in this policy.

13. **Legal Action Against Us**

No person or organization has a right under this Policy:

a. To join us as a party or otherwise bring us into a **suit** asking for damages or **loss** from an insured; or

b. To sue us on this Policy unless there has been full compliance with all of its terms.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages or loss that are not payable under the terms of this Policy or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

14. **Notice of Possible Claim Under SECTION I – COVERAGES, COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY, AND COVERAGE G – PROFESSIONAL LIABILITY**

a. If during the **policy period**, the **responsible manager** first becomes aware of a **possible claim** under **SECTION I – COVERAGES**, **COVERAGE F– SCHEDULED LOCATION POLLUTION LIABILITY,** and C**OVERAGE G – PROFESSIONAL LIABILITY**, the **responsible manager** must provide written notice to us during the **policy period** containing all the information required under paragraph b. below. Any **possible claim** that subsequently becomes a **claim** made against you and reported to us within five (5) years after the end of the **policy period** of this Policy or any continuous, uninterrupted renewal thereof shall be deemed to have been first made and reported during the **policy period** of this policy. Such **claim** shall be subject to the terms, conditions, and limits of coverage of the policy under which the **possible claim** was reported.

b. It is a condition precedent to the coverage afforded by this Policy that written notice under paragraph a. above, contains all of the following information:

(1) The cause of the **pollution incident** or act, error, or omission in the performance of **professional services**;

(2) The **scheduled location** where the **pollution incident** took place or the location where the act, error, or omission took place;

(3) The **bodily injury**, **property damage**, **environmental damage**, **emergency response expense**, **professional damages,** or **mitigation expense** which has resulted or may result from such **pollution incident** or act, error or omission in the rendering or failure to render **professional services**;

(4) The insured(s) which may be subject to the **claim** and any potential claimant(s);

(5) All engineering information available on the **pollution incident** or act, error, or omission in the rendering or failure to render **professional services,** and any other information that we deem reasonably necessary; and

(6) The date and circumstances by which the insured first became aware of the **possible claim**.

15. **Other Insurance**

If other valid and collectible insurance is available to the insured for any injury, damage, loss, cost, or expense we cover under this Policy, our obligations are limited as follows:

a. **Primary Insurance**

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below. However, in the event that a written contract, agreement, or permit requires this insurance to be primary for any person or organization with whom you agreed to insure in an **insured contract**, we will not seek contribution from any other insurance issued to such person or organization.

b. **Excess Insurance**

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builders' Risk, Installation Risk, or similar coverage for **your work**;

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the damages or **loss** arises out of the maintenance or use of aircraft, **autos**, train, railcar or watercraft to the extent not subject to Exclusion g. of **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; or

(v) With respect to **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY**; or

(vi) That is a project-specific insurance policy, contractor-controlled insurance program, owner-controlled insurance program, consolidated (wrap-up) insurance program, or any other similar insurance or program.

(b) Any other primary insurance available to you covering liability for damages or **loss** arising out of the premises or operations, or the **products-completed operations hazard**, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under **SECTION I – COVERAGES, COVERAGES A**, **B**, **D**, **E**, **F**, or **G** to defend the insured against any **claim** or **suit** if any other insurer has a duty to defend the insured against that **claim** or **suit**. If no other insurer defends, we will undertake to do so under **COVERAGES** A or **B**, but we will be entitled to the insured's rights against all other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the damages, **loss**, or **professional damages** or any other amounts provided insurance under the policy, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the damages, **loss, professional damages**, or any other amounts provided insurance under the policy in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all the other insurance.

(4) We will share the remaining damages, **loss**, **professional damages** or any other amounts provided insurance under the policy, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limit of Insurance shown in the Declarations.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the damages or **loss** remains or the full amount of the damages has been paid, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

16. **Premiums and Deductible**

The first Named Insured shown in Item 1. of the Declarations:

a. Is responsible for the payment of all premiums;

b. Will be the payee for any return premiums we pay; and

c. Is responsible for the payment of all Deductibles.

17. **Representations**

a. By accepting this policy, you agree:

(1) The statements and information in the Application and other supplemental materials submitted to us are accurate and complete and are material to our underwriting of this policy;

(2) The statements and information provided are based upon representations you made to us; and

(3) We have issued this policy in reliance upon your representations.

b. Misrepresentation, concealment, breach of a term or condition, or violation of any duty under this Policy by one insured shall not prejudice the interest of coverage for another insured under this Policy. Provided, however, that this condition shall not apply to any insured who is a parent, subsidiary, or affiliate of the first Named Insured.

c. The unintentional failure by you or any insured to provide accurate and complete representations as of the inception of the policy will not prejudice the coverages afforded by this Policy.

18. **Separation of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Policy to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom **claim** is made or **suit** is brought.

19. **Service of Suit**

In the event of our failure to pay any amount claimed to be due hereunder, we, at the request of the insured, will submit to the jurisdiction of a court of competent jurisdiction within the United States. Nothing in this condition constitutes or should be understood to constitute a waiver of our rights to commence an action in any court of competent jurisdiction in the United States, to remove an action to a United States District Court, or to seek a transfer of a case to another court as permitted by the laws of the United States or of any state in the United States. It is further agreed that service of process in such suit may be made upon counsel, Legal Department, Allied World National Assurance Company, 199 Water Street, 24th Floor, New York, New York 10038 or his or her representative, and that in any suit instituted against us upon this Policy, we will abide by the final decision of such court or of any appellate court in the event of an appeal.

Further, pursuant to any statute of any state, territory, or district of the United States which makes provision, therefore, we hereby designate the Superintendent, Commissioner, Director of Insurance, or other officer specified for that purpose in the statute, or his or her successors in office as its true and lawful agent upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured or any beneficiary hereunder arising out of this Policy of insurance.

20. **Transfer of Rights of Recovery Against Others to Us**

If the insured has the right to recover all or part of any payment we have made under this Policy, those rights are transferred to us. At our request, the insured will bring a suit or transfer those rights to us and help us enforce them. However, if the insured has waived rights of recovery against any person or organization in a written contract or agreement prior to the **occurrence**, **pollution incident**, or act, error or omission in the rendering of or failure to render **professional services** that are the subject of the **claim** or **suit** against the insured, we waive any right of recovery we may have under this Policy against such person or organization.

21. **Transfer of Your Rights and Duties Under This Policy**

Your rights and duties under this policy may not be transferred without our prior written consent, which shall not be unreasonably withheld or delayed, except in the case of the death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having

proper temporary custody of your property will have your rights and duties but only with respect to that property.

SECTION V – DEFINITIONS

1. **Advertisement** means a notice that is broadcast or published to the general public or specific market segments about your goods, products, or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding websites, only that part of a website that is about your goods, products, or services for the purposes of attracting customers or supporters is considered an advertisement.
2. **Auto** means:
   a. A land motor vehicle, trailer, or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, **auto** does not include **mobile equipment**.
3. **Bodily injury** means physical injury, sickness, building-related illness, mental anguish, shock, or emotional distress, or disease sustained by a person, including death resulting from any of these.
4. **Cargo** means the insured's goods, products, merchandise, supplies, or waste transported by the insured or by third-party carriers properly licensed to transport such goods, products, merchandise, supplies, or waste.
5. **Claim** means:
   a. Under **SECTION I – COVERAGES**, **COVERAGES A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **B – PERSONAL AND ADVERTISING INJURY LIABILITY** a demand received by the insured alleging liability or responsibility on the part of the insured; and
   b. Under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **F – SCHEDULED LOCATION POLLUTION LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured; and
   c. Under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**, a demand seeking a remedy and alleging liability or responsibility on the part of the insured.
6. **Claim expense** under **SECTION I – COVERAGES**, **COVERAGES E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F - SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY** means reasonable and necessary fees and expenses authorized by us and incurred in the investigation and defense of a **claim** for any applicable **bodily injury**, **property damage**, **environmental damage**, or **professional damages** to which any of the coverage provided by this insurance applies. **Claim expense** does not include any fees for counsel retained by the insured without our written consent, any cost or charge incurred by the insured in assisting in the investigation or defense of a **claim**, including salaries and wages of the insured's in-house counsel or other employee, or any **mitigation expense**.
7. **Clean-up costs** mean reasonable and necessary expenses (including **restoration costs** and legal expenses), incurred with our prior written consent, which consent shall not be unreasonably withheld or delayed, to investigate, abate, contain, treat, remove, remediate, monitor, or dispose of soil, surface water, groundwater or other contaminated media, but only:
   a. To the extent required by **environmental law**; or
   b. For those costs that have been incurred by the government or any political subdivision of the United States of America (including its territories and possessions), Puerto Rico, and Canada for which you are legally liable; or
   c. With respect to Legionella pneumophilia and **microbial matter**, in the absence of a. or b. above, to the extent recommended by an **environmental professional**.

   Clean-up costs do not include **emergency response expense** or costs, charges, or expenses for goods or services of an insured or its parent, subsidiary, or affiliate.

8. **Conveyance** means any **auto**, railcar, train, watercraft, or aircraft. Conveyance does not include pipelines.
9. **Coverage territory** means:
   a. Anywhere in the world, provided the insured's responsibility to pay damages or **loss** for **bodily injury**, **property damage** or **environmental damage**, **cleanup costs**, **emergency response expense**, **professional damages**, or any other amount, injury, or damage for which coverage may be afforded under this policy is determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico; or
   b. The United States of America (including its territories and possessions), Puerto Rico, Canada, or the Gulf of Mexico, if the insured's responsibility to pay damages or **loss** for **bodily injury**, **property damage** or **environmental damage**, **cleanup costs**, **emergency response expense**, **professional damages**, or any other amount, injury or damage for which coverage may be afforded under this policy Is not determined in a **suit** on the merits in the United States of America (including its territories and possessions), Puerto Rico, Canada or the Gulf of Mexico

   We assume no responsibility for furnishing certificates or evidence of insurance or bonds, and we will not be liable for any fine or penalty imposed on you for failing to comply with insurance laws.
10. **Emergency response expense** means reasonable and necessary costs, charges, or expenses which qualify as **cleanup-costs** incurred by you: (a) on an emergency basis, to remediate a **pollution incident** that is an imminent and substantial threat to human health or the environment; and (b) for the period of no more than seven (7) consecutive days beginning on the day that the **pollution incident** was first discovered. Such **emergency response expense** does not include any profit element of any insured.
11. **Employee** includes a **leased worker** and a **temporary worker**.
12. **Environmental damage** means contamination of the soil, soil vapor, the atmosphere, any watercourse or body of water (including groundwater) or plant or non-human animal life, buildings, or other structures that result in **clean-up costs**, and under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. **(3) Transported Cargo Pollution Liability** and a. **(4) Contractors Pollution Liability**, and under **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, also that may result in **emergency response expense**.
13. **Environmental law** means any federal, state, provincial, municipal, or other local law, statute, ordinance, rule, guidance document, regulation, administrative order, and directive and all amendments thereto, including state voluntary clean-up or risk-based corrective action guidance, related to **environmental damage**.
14. **Environmental professional** means an individual approved and designated by us in writing who is duly certified or licensed in a recognized field of environmental science as required by a state board, a professional association, or both, who meet minimum qualifications, and who maintain specified levels of errors and omissions insurance coverage acceptable to us.
15. **Executive officer** means a person holding any of the officer positions created by your charter, constitution, by-laws, or any other similar governing document.
16. **Hostile fire** means one which becomes uncontrollable or breaks out from where it was intended to be.
17. **Impaired property** means tangible property, other than **your product** or **your work**, that cannot be used or is less useful because:
   a. It incorporates **your product** or **your work** that is known or thought to be defective, deficient, inadequate, or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment, or removal of **your product** or **your work** or your fulfilling the terms of the contract or agreement.
18. **Insured contract** means the following:
   a. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE D – GENERAL POLLUTION LIABILITY**, **insured contract** means:
      (1) A contract for a lease of premises. However, that portion of the contract for a lease of premises excess of thirty (30) consecutive days that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an **insured contract**;

(2) A sidetrack agreement;

(3) Any easement or license agreement;

(4) An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

(5) An elevator maintenance agreement;

(6) That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for **bodily injury**. **property damage** or **environmental damage** to a third person or organization, provided that such written agreement is signed by you prior to the discovery of the **bodily injury, property damage** or **environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph (6) does not include that part of any contract or agreement:

(i) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(A) Preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(B) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

(ii) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (i) above and supervisory, inspection, architectural or engineering activities.

b. With regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, and **COVERAGE F – SCHEDULED LOCATION POLLUTION LIABILITY**, **insured contract** means that part of any written contract or agreement, that is scheduled as an Insured Contract by endorsement attached to the policy, under which you assume the tort liability of another party to pay for **bodily injury**, **property damage**, or **environmental damage** to a third person or organization, provided that such written contract or agreement is signed by you prior to the discovery of the **bodily injury**, **property damage**, or **environmental damage**. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

19. **Leased worker** means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. **Leased worker** does not include a **temporary worker**.

20. **Loading or unloading** means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto a **conveyance**;

b. While it is in or on a **conveyance**; or

c. While it is being moved from a **conveyance** to the place where it is finally delivered;

but **loading or unloading** does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the **conveyance**.

21. **Loss** means:

Solely with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F – SCHEDULED LOCATION POLLUTION LIABILITY**:

a. Monetary awards or settlements of compensatory damages for **bodily injury**, **property damage**, or **environmental damage** and where allowable by law, punitive, exemplary, or multiple damages, and civil fines, penalties, or assessments for **bodily injury** or **property damage**;

b. Monetary judgments, award or settlement for medical monitoring costs and environmental monitoring costs, provided that such monitoring is the result of physical **bodily injury** for which you are determined to be legally liable;

c. **Clean-up costs** provided, however, that **loss** does not include **clean-up costs** with regard to the insurance afforded under **SECTION I – COVERAGES, COVERAGE F - SCHEDULED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements**, a. **Bodily Injury and Property Damage Liability**;

d. **Claim Expense** solely with regard to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE E - TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY** and **F-SCHEDULED LOCATION POLLUTION LIABILITY**; and

e. **Emergency response expense** solely with regard to the insurance afforded under **SECTION I COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **1. Insuring Agreements**, a. **(3) Transported Cargo Pollution Liability** and a. **(4) Contractors Pollution Liability**, and under **COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY**, 1. **Insuring Agreements**, b. **On-Site Clean-up Costs Liability** and c. **Off-Site Clean-up Costs Liability**.

22. **Microbial matter** means any organism of the kingdom Fungi including spores and mycotoxins released by such organism and Legionella pneumophilia, whether or not such **microbial matter** is living.

23. **Misdelivery** means the delivery of any **cargo** that is liquid product into a wrong receptacle or to a wrong address or the erroneous delivery of one liquid product for another**.**

24. **Mitigation expense** means the cost and expense incurred by the insured in connection with an act, error or omission in the rendering or failure to render **professional services** prior to **claim** made or **suit** brought against the insured:

    a. That is deemed by us to be reasonable and necessary to prevent **professional damages**; and

    b. That reduce or avoid the insured's potential liability to third parties for **professional damages** covered under **SECTION I – COVERAGES, COVERAGE G – PROFESSIONAL LIABILITY** of the Policy; and

    c. That includes, but is not limited to, third-party consultation regarding disputed design flaws, additional reviews and inspections, forensic analysis of designs, and any other costs to remedy the deficiency; and

    d. Which in our sole discretion will prevent a future **claim** or **suit**.

    Mitigation expense does not include: overhead, markup, profit, consequential damages, or cost or expense incurred by the insured for materials supplied or services performed by the insured, unless such costs, charges, or expenses are incurred with our prior written consent.

25. **Mobile equipment** means any of the following types of land vehicles, including any attached machinery or equipment:

    a. Bulldozers, farm machinery, forklifts, and other vehicles designed for use principally off public roads;

    b. Vehicles maintained for use solely on or next to premises you own or rent;

    c. Vehicles that travel on crawler treads;

    d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

        (1) Power cranes, shovels, loaders, diggers, or drills; or

        (2) Road construction or resurfacing equipment such as graders, scrapers, or rollers;

    e. Vehicles not described in Paragraphs a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

        (1) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment; or

        (2) Cherry pickers and similar devices used to raise or lower workers;

    f. Vehicles not described in Paragraphs a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.

        However, self-propelled vehicles with the following types of permanently attached equipment are not **mobile equipment** but will be considered **autos**:

        (1) Equipment designed primarily for:

            (a) Snow removal;

            (b) Road maintenance, but not construction or resurfacing; or

            (c) Street cleaning;

        (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps, and generators, including spraying, welding, building cleaning, geophysical exploration, lighting, and well servicing equipment.

However, **mobile equipment** does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered **autos**.

26. **Natural resource damage** means physical injury to or destruction of, including the resulting loss of value of, land, fish, wildlife, biota, air, water, groundwater, drinking water supplies, and other such resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States (including the resources of the fishery conservation zone established by the Magnuson-Stevens Fishery Conservation and Management Act [16 U.S.C. 1801 et seq.]), any state, local or provincial government, any foreign government, any Native American tribe, or, if such resources are subject to a trust restriction on alienation, any member of a Native American tribe.

27. **Non-owned location** means:

a. Any location that is scheduled in a Non-Owned Locations endorsement attached to this policy; or

b**.** For any location other than a location scheduled in a Non-Owned Locations endorsement attached to this policy, **non–owned location** means any location:

(1) That is situated within the United States of America (its territories or possessions) or Canada;

(2) That was not at any time owned, occupied, operated, managed, or leased by an insured or an affiliate of an insured;

And provided further, for each location described in paragraphs a. and b. above, such location must also be either:

(1) A location or warehouse utilized for the storage or distribution of your goods or **your product** for a period not exceeding ninety (90) consecutive days and is not a location of a purchaser or user of **your product**; or

(2) A treatment, storage, or disposal facility utilized by or on behalf of you for waste or recyclable material generated from work or operations on or at a **time-element location** or **scheduled location**, from **your work,** or from **your product** provided that:

(a) Such location is properly licensed to accept and dispose of such waste or recyclable materials and is in compliance with all applicable **environmental law** at the time such waste or recyclable materials were sent to such location; and

(b) Prior to the latter of the time waste or recyclable material was first sent to such location by the insured or on their behalf, and on the first day of the **policy period**, such location or any part thereof, was not subject to:

(i) A Federal information request under Section 104 (e) of the Comprehensive, Environmental Response Compensation and Liability Act or Section 3007 (a) of the Resource Conservation and Recovery Act, or a state or local equivalent request;

(ii) A consent order, consent decree, or corrective action under **environmental law**,

(iii) Being listed or proposed to be listed on the federal National Priorities List (NPL) or any state or local equivalent;

(iv) Current or pending remedial activities required by the laws of Canada or the Province of such location, if the location is situated in Canada; and

(iv) Bankruptcy or financial insolvency and is not owned or operated by a bankrupt or financially insolvent person or entity.

28. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

29. **Personal and advertising injury** means injury, including consequential **bodily injury**, arising out of one or more of the following offenses:

a. False arrest, detention, or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies, committed by or on behalf of its owner, landlord, or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;

e. Oral or written publication, in any manner, of material that violates a person's right to privacy;

f. The use of another's advertising idea in your **advertisement**; or

g. Infringing upon another's copyright, trade dress, or slogan in your **advertisement**.

30. **Policy Period** means the period of time stated in Item 2. of the Declarations however, if the policy is canceled in accordance with **SECTION IV – CONDITIONS**, 3. **Cancellation,** the **policy period** ends on the effective date of such cancellation.

31. **Pollutants** mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, hazardous substances, petroleum hydrocarbons, low-level radioactive material and waste, medical or infectious or pathological waste, waste materials, electromagnetic fields, Legionella pneumophilia, and **microbial matter**.

32. **Pollution incident** means:

a. The discharge, emission, seepage, migration, dispersal, release, or escape of any **pollutants** into or upon the land, or any structure on land, the atmosphere including indoor air, or any watercourse or body of water including groundwater, provided such conditions are not naturally present in the environment in the concentration or amounts discovered;

b. The presence of **microbial matter** on, at, or within buildings or structures; and

c. The presence of **pollutants**, whether contained or uncontained, that have been illegally disposed of or abandoned at a **time-element location** or **scheduled location**, by parties other than an insured, provided such disposal or abandonment is unknown to any insured.

33. **Possible claim** means:

a. under **SECTION I – COVERAGES**, **COVERAGE F- SCHEDULED LOCATION POLLUTION LIABILITY**: a **pollution incident** that you first discover during the **policy period** that you reasonably expect may result in a **claim**; or

b. under **SECTION I – COVERAGES**, **COVERAGE G – PROFESSIONAL LIABILITY**: an act, error, or omission in the rendering or the failure to render **professional services** that you first discover during the **policy period** that you reasonably expect may result in a **claim**.

34. **Products-completed operations hazard**:

a. Includes all **bodily injury**, **property damage**, or **environmental damage** occurring away from premises you own or rent and arising out of **your product** or **your work** except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, **your work** will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed;

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site;

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair, or replacement, but which is otherwise complete, will be treated as completed.

b. Does not include **bodily injury**, **property damage**, or **environmental damage** arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the **loading or unloading** of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment, or abandoned or unused materials.

35. **Professional damages** means:

a. Monetary judgment, awards, or settlement of compensatory damages;

b. Punitive, exemplary, or multiplied damages for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;

c. Civil fines or penalties assessed against a third party other than the insured for which the insured is legally liable but only where insurance coverage for such fines and penalties is allowable by law;

d. Civil fines or penalties assessed against the insured but only where insurance coverage for such fines and penalties is allowable by law; and

e. **Claim expense** associated with items a. through d. above.

Professional damages does not include: (1) Injunctive or equitable relief; (2) The return or offset of fees charges, or commissions for services rendered or contracted to be provided; (3) Costs and expenses incurred by the insured to redo, change, supplement or fix the insured's work or services, including redesign; (4) Any of the insured's overhead, mark-up or profit; (5) Consequential damages; or (6) Liquidated damages.

36. **Professional services** means those services and activities performed for a fee by you or those acting on your behalf, including but not limited to, architect, engineer, consultant, inspector, technician and surveyor services that you or those acting on your behalf are qualified to perform for others and consistent with your corporate statements of professional qualifications or specifically defined by endorsement attached to the policy.

    Professional services include ordinary technology services provided for others in the course of rendering professional services described above. Such technology services include the design, development, programming, analysis, training, use, hosting, management, support, and maintenance of any building information management, software, database, internet service, or website including systems and applications software, hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

37. **Property damage** means:

    a. Physical injury to or destruction of tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it. Under **SECTION I – COVERAGES**, **COVERAGES D – GENERAL POLLUTION LIABILITY**, **E – TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F – SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, this paragraph a., includes the diminished value of the tangible property that is physically injured;

    b. Loss of use of tangible property that is not physically injured or destroyed arising out of physical injury to or destruction of other tangible property. All such loss of use shall be deemed to occur at the time of the applicable **occurrence**, **pollution incident** or act, error or omission in the rendering or failure to render **professional services** that caused it; and

    c. Under **SECTION I – COVERAGES, COVERAGES D – GENERAL POLLUTION LIABILITY**, **E– TIME-ELEMENT AND NON-OWNED LOCATION POLLUTION LIABILITY**, **F SCHEDULED LOCATION POLLUTION LIABILITY**, and **G – PROFESSIONAL LIABILITY**, **property damage** includes **natural resource damage**.

    Property damage does not include **environmental damage**.

    For the purposes of this insurance, electronic data is not tangible property.

    As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

38. **Responsible manager** means you, your manager or supervisor responsible for environmental affairs, control or compliance, or any other **employee** authorized by you to give or receive notice of a **pollution incident** or **claim**.

39. **Restoration costs** mean reasonable and necessary expenses incurred by you with our written consent to repair or replace damaged real or personal property when such damage occurs because of **clean-up costs** to which this insurance applies. **Restoration costs** shall not exceed the replacement cost of such real or personal property. If repair or replacement results in kind or quality exceeding that of the real or personal property before it was damaged, whether at your option or not, we will not pay for the amount of the betterment.

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40. **Retroactive date** means the date indicated in ITEM 5. of the Declarations or on an endorsement attached to this policy, if any, applicable to a specified coverage. If the term "NONE" appears with respect to a **retroactive date** then a **retroactive date** shall not be applicable. If no entry appears, then the retroactive date is the first day of the **policy period**.
41. **Scheduled location** means a location listed on the Scheduled Locations endorsement attached to this Policy.
42. **Suit** means a civil proceeding in which damages or **loss** because of **bodily injury**, **property damage**, **personal and advertising injury,** or **environmental damage** to which this insurance applies are alleged or in which **professional damages** because of an act, error, or omission in the rendering or failure to render **professional services** are alleged. **Suit** includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
43. **Temporary worker** means a person who is furnished to you to substitute for a permanent **employee** on leave or to meet seasonal or short-term workload conditions.
44. **Time-element location** means a location that is**:**
    a. Owned or occupied by or rented or leased to you;
    b. Not also considered a **non-owned location** or **scheduled location**; and

    provided that coverage for **environmental damage** is only afforded for a **time-element location** situated within the United States of America (its territories or possessions) or Canada.
45. **Transportation** means the movement of **cargo** beyond the boundaries of a location owned or occupied by or rented, or leased to you, including **loading or unloading** of **cargo** in a **conveyance** by the insured or a third-party carrier properly licensed to transport such **cargo** from the time of movement from the point of origin until delivery to the final destination. **Transportation** includes the movement, including **loading** or **unloading**, of **cargo** into, onto, or from a **conveyance** but no longer applies when the **cargo** is off-loaded from the **conveyance**.
46. **Underground storage tank** means any tank that has at least ten (10) percent of its volume below ground at the inception of the **policy period**, or installed thereafter including associated underground piping connected to the tank. An **underground storage tank** does not include a storage tank situated in an underground structure (such as a basement, cellar, mine shaft, or tunnel) if such storage tank is situated upon or above the surface of the floor and the entire surface areas of the tank can be visually inspected.
47. **Volunteer worker** means a person who is not your **employee**, who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary, or other compensation by you or anyone else for their work performed for you.
48. **Your product**:
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed, or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts, or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, or use of **your product**; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.
49. **Your work**:

a. Means:
   (1) Work or operations performed by you or on your behalf; and
   (2) Materials, parts, or equipment furnished in connection with such work or operations.

b. Includes:
   (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**; and
   (2) The providing of or failure to provide warnings or instructions.

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Endorsement No:	15
This endorsement, effective:	November 30, 2024 (at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)
forms a part of Policy No:	0311-5936
Issued to:	Holloway Environmental, LLC
by:	Allied World National Assurance Company

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)
Any organization whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage.

Solely with respect to the insurance afforded under **SECTION I – COVERAGES**, **COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, and **COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY**, it is agreed that the following is added to **SECTION IV – CONDITIONS**, 15. **Other Insurance**:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured shown in the Schedule under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

All other terms and conditions of this policy remain unchanged.

By: 

Joseph Cellura

Title: **President, North American Casualty Division**

Date: **January 3, 3024**

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Holloway Logistics, LLC
Endorsement Effective Date: 11/30/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s): As required by written contract so long as the contract was entered into prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Holloway Logistics, LLC

Endorsement Effective Date: 11/30/2024

SCHEDULE

Name Of Person(s) Or Organization(s): As required by written contract so long as the contract was entered into prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Third Coast Insurance Company - RSTUM
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City of Soledad – Water Reclamation Facility

Biosolids Disposal Alternatives

FINAL | October 2024

Cannon

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Abbreviations

AAF	annual average flow
ft	feet
City	City of Soledad
mgd	million gallons per day
O&M	operation and maintenance
ppd	pounds per day
psf/yr	pounds per square feet per year
RAS	return activated sludge
sq ft	square feet

1.0 Purpose

The purpose of this Technical Memorandum is to present an alternatives analysis for existing biosolids management and disposal versus the direct disposal of sludge generated right at the existing dewatering facilities. With a recent dramatic increase in solids disposal costs at the local landfill and the current need to replace all the solids handling equipment (due to age and condition), a solids disposal alternatives analysis study was viable at this juncture.

2.0 Introduction

2.1 Service Area Background / Overview

The City of Soledad is a city in Monterey County, California with a population of approximately 25,000. The City incorporated in 1921 and it is in the Salinas Valley approximately 21 miles southeast of Salinas. The City provides water, sewer, garbage, graffiti abatement and street lighting services to the residents of Soledad. The City owns and operates a water reclamation facility (WRF) that serves the City, the Soledad State Correctional Training Facility and Salinas Valley Prisons, a winery belonging to The Wine Group, and a Dole Food processing facility. The facility currently receives wastewater, treats, and disposal of approximately 3.5 million gallons per day (mgd). The wastewater treatment plant was constructed in 2010 and consists of an extended aeration activated sludge treatment plant (capable of denitrification). Final effluent is discharged to the former percolation ponds. Biosolids generated through the activated sludge process is dewatered to approximately 15 percent solids and then truck transported to adjacent drying beds for further solar and wind drying/dewatering. The dried sludge is ultimately hauled away, to a local landfill, at approximately 90+ percent solids.

2.1.1 Previous Plant Configuration

Prior to 2010, the City of Soledad consisted of headworks and a series of facultative/oxidation, aerated and percolation/evaporation ponds. The largest influent pond included mechanical surface aerators (electrically operated) for providing oxygen transfer. These series of primary treatment ponds, polishing ponds and infiltration ponds encompassed 164 acres. Below is the WRF Facility aerial prior to 2009.



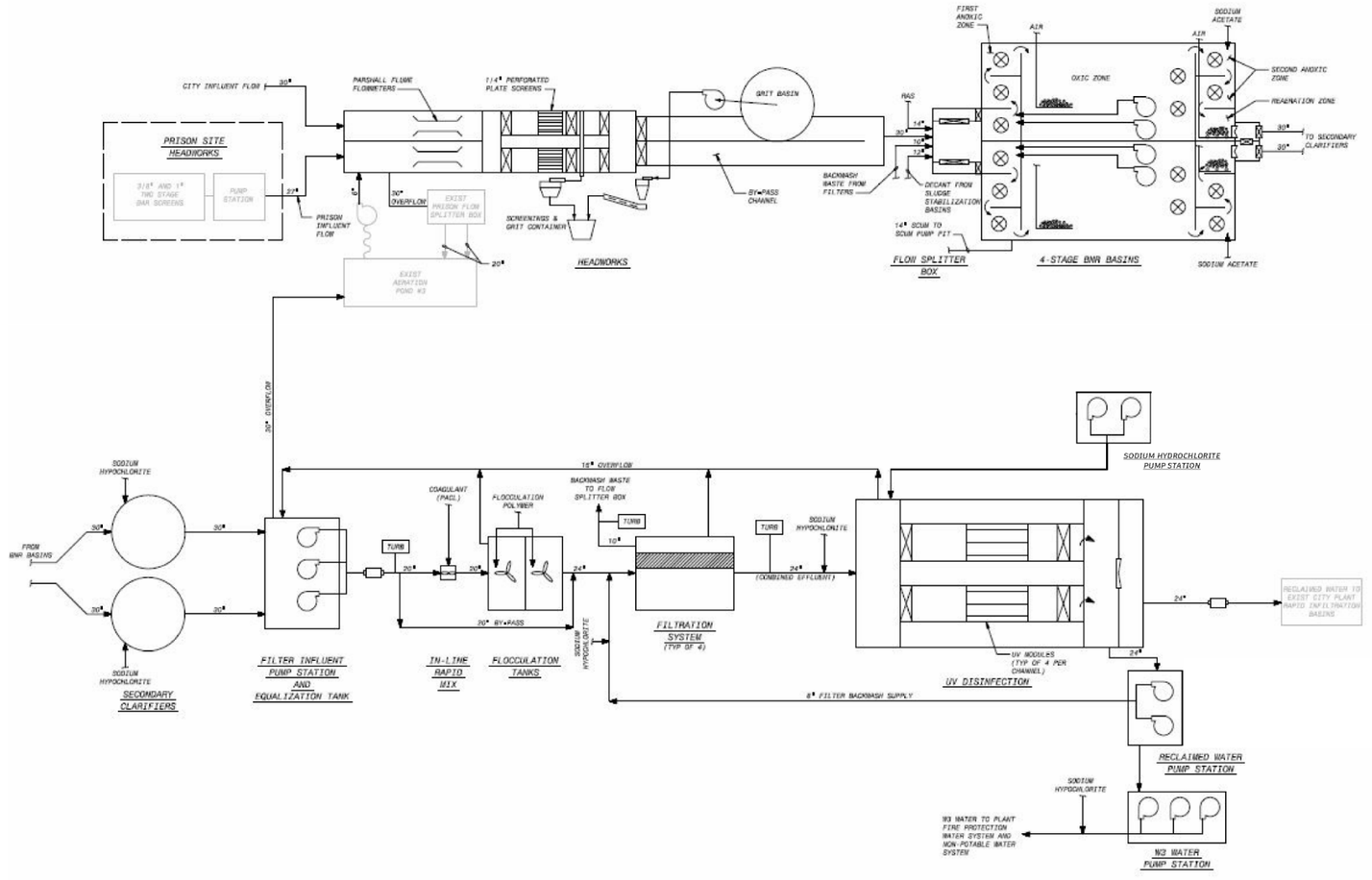
New Plant Configuration

In 2010, The City of Soledad upgraded the 3.0 mgd aerated lagoons-percolation and evaporation ponds system to a 5.5. million gallons per day (mgd) biological nutrient removal facility with tertiary filtration and disinfection. Most sewage is transferred to the plant via gravity sewers mains with the exception of the California Department of Correction which pumps prison sewage flow just upstream of the WRF. Although the city retained all 164 acres, the new Water Reclamation Facilities (WRF) plant processes and administration building was built on approximately 12 acres. Separately, the City utilizes approximately 10 acres of ponds for solar/wind drying sludge generated in the thickening process. The City currently maintains 110 acres of effluent infiltration/evaporation disposal ponds for final effluent disposal.

The biological nutrient removal process with clarifiers is capable of denitrifying the influent wastewater nitrogen. A portion of treated, settled flow is returned (returned activated sludge-RAS) to the head of the aeration basin and a smaller portion is periodically wasted to sludge stabilization basins. These basins also receive both septic tank waste and chemical toilet waste for the region. The sludge stabilization basins include intense aeration and serve as a WAS thickening basin for feeding the Screw Presses. WAS (waste activated sludge) is a previously viable biological component of the treatment process; where once reaching a certain inventory index, must be removed from the process.

The current WRF liquid process flow diagram is shown in Figure 1.

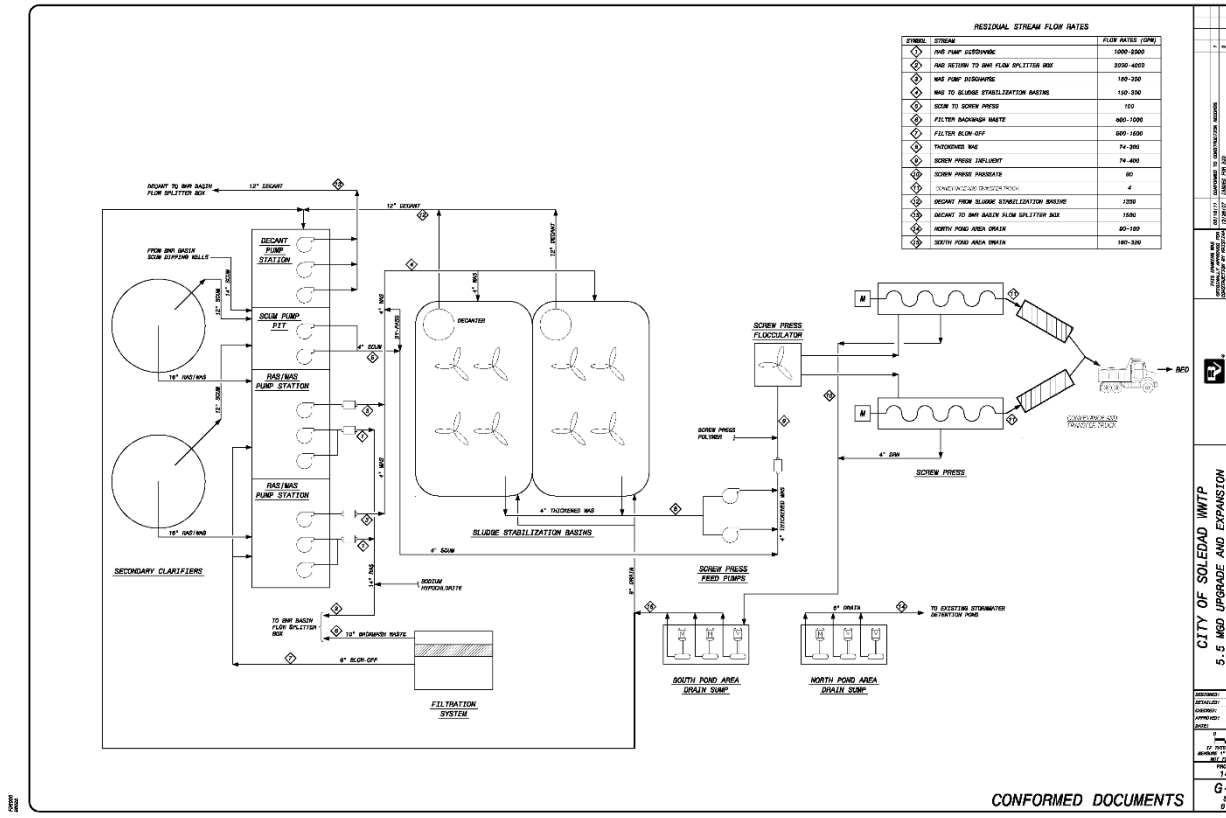
Figure 1 WRF Liquid Process Flow Diagram -



3.0 Sludge Process

As mentioned in the previous section, the Soledad WRF consists of an Extended Aeration Activated Sludge Plant capable of denitrification. The solids process consists of waste activated sludge pumping, two sludge stabilization basins, feed pumps to the screw presses, two screw presses, sludge conveyor belts, transfer dump truck, and 10 acres of solar sludge beds for final drying. The solids process flow diagram is shown in Figure 2 below.

Figure 2 City of Soledad Solids Process Flow Diagram -



The solids wasted from the activated sludge process are pumping into the sludge stabilization basins for further treatment. The basins function as aerobic digesters with heavy surface aeration. Septic tank waste and chemical toilet waste, from the Monterey County region, are accepted at the plant and introduced directly to the sludge stabilization basins. Two sludge feed pumps pull treated liquid sludge from the basins and pump to the screw press flocculation tank; where it is paired up with a dewatering agent known as polymer. The screw press operation is essentially operated 24-yours per day seven days a week. The sludge is thickened from about 2-4 percent solids to approximately 15-16 percent solids. Once thickened, the sludge is loaded from the ground through use of a skip loader and delivered by dump truck onto designated drying bed. The solar dried sludge reaches +85 % solids content. Operations staff manage the sludge process as follows:

1. Monitor the screw press equipment operations and fix any breakdowns and disruptions

2. Manage the transfer of the thickened sludge to the drying beds by loading the dump truck with dewatered sludge (by use of a loader) and/or driving the dump truck to the sludge drying bed for dump.

3. Manage the drying operation thru development of rows of sludge periodic churning of the sludge with heavy "brown bear" equipment, and ultimately loading trucks for final sludge disposal. The sludge drying operation requires a minimum of 90 days of solar drying for meeting 503 regulations. The sludge drying and managing is typically longer.

4. Administration coordinates with a contract hauler to haul the dried sludge to the local Johnson Canyon Landfill. Administration also processes the landfill invoices for payment.

The amount of sludge hauled to a landfill varies from year to year. The sludge hauled between 2020 to 2023 is shown below.

Table 1 Historic Sludge Quantities Hauled

Year	Estimated Quantity Tons**	
2020		730
2021		751
2022		953
2023		988
	Total	3422
	Average	856

'** Tons of landfill weight tickets

Note: The 2022 and 2023 solids did not get as dry as the as 2020 and 2021 sludge. Therefore, more tons were hauled.

Managing the drying bed operation involves significant operators time and heavy equipment to be maintained. The City requested a sludge disposal alternatives analysis as a result of several concerns with the costs to continue the existing sludge drying operations including:

1. Regulations to Landfills restrict the disposal of organic biosolids. As a result, the local landfill costs to continue accepting the sludge increased significantly.
2. The equipment to manage the drying operation is at the end of its useful life and the WRF is at a point where the equipment needs to be replaced with new equipment. The heavy equipment includes 1) a skip loader with Aerator attachment, 2) larger caterpillar with aerator attachment (to comply with current exhaust requirements) and 3) 5 yard dump truck to transport sludge to the dying areas.

3. Diesel fuel costs continue to rise in California

As a result of the cost increase factors above for the City to continue the sludge disposal at the local land fill and the need to replace outdated major equipment, The City explored the costs of continuing the sludge management practices in comparison to direct disposal of thickened sludge right from the screw press to a licensed sludge facility. The disposal options that were explored and are summarized in the following sections include:

3.1 Continue existing Sludge drying practice

The existing sludge drying process is described above in Section 3.0. The process is labor intensive and requires the use of heavy equipment that must be properly maintained. Due to the age of existing heavy equipment, the City is at the point whereby most of the sludge handling equipment needs to be replaced. The equipment replacement costs are over a million dollars. The screw press thickening process operates continuously 24 hours per day, 7 days per week unless equipment is down for maintenance. Operations staff monitors the sludge production and periodically load the sludge onto a dump truck, transport and dump the sludge in the solar sludge drying beds, develop sludge wind rows with heavy equipment. The older dried wind rows are periodically churned, by heavy equipment, to properly dry the entire volumes. Since there are numerous wind rows and any given time the operations staff devotes time to these efforts. As a part of this study, the existing process was evaluated in order to determine a cost comparison to direction hauling the thickened sludge described below. The annual costs for continued operations of sludge processing is calculated to be approximately $414,500 per year. Table 2 below shows the annual costs to continue the existing sludge processing for solar drying and hauling to local landfill.

3.2 Direct haul thickened sludge to compost facility

As an alternative to continue the sludge processing utilizing the solar drying beds, the option of direct haul to a compost facility was explored. This option would involve the dumping (or loading) of thickened sludge into 22 yard bins (supplied by composter). With the direct hauling of thickened sludge (at 14-15%), larger tons of sludge would be required to be hauled. There is more moisture in sludge at 14-15% than the solar dried sludge of 85% + solids. The licensed hauler would periodically deliver an empty sludge bin and haul away a full bin. The costs for hauling and disposal was approximately $61 to $90 per ton for Holloway Environmental and Synagro, respectively. For purposes of this study, a $65/ton was used for the analysis. HE indicated that they would work with local haulers for the loading and hauling of sludge. The annual costs for direct hauling of thickened solids and sludge to Holloway facility is calculated to be approximately $332,400 per year. Table 2 below shows the costs to direct haul to the Holloway Environmental facility in Lost Hills.

Table 2 Existing sludge process Versus Direct Hauling thickened sludge

	Existing Sludge Hauling Operation Annual Costs ($)	Direct Hauling Thickened Sludge Annual Cost ($)
	$414,500	$ 332,400

Notes:
Holloway Environmental quoted a $60.14/ton hauling cost for 2023.

4.0 Conclusions and Recommendations

The City of Soledad will realize an annual savings of $82,100 should they decide to direct haul the thickened sludge to HE in Kern County. The savings is determined by comparing the costs between continued sludge handling operation (screw press thickening with further drying for reduction in moisture) and direct hauling of thickened sludge at 14-15% solids. The analysis assumed that the City would be hauling out 740 tons of dried sludge per year. This is the average of 2020 and 2021 sludge hauling values. With the existing sludge handling equipment for sludge transporting and solar/air drying operations at the end of its useful life, purchase and finance costs of new equipment is included in the analysis. The cost savings is highly dependent on the rising diesel fuel costs and the costs to direct haul at $65/ton. Should these variable costs change up or down, the cost analysis may need to be re-calculated.

APPENDIX

A – Thickening and Drying Operations - Existing

B – Thickening and Direct Haul

City of Soledad

Appendix A

Existing Biosolids Disposal Management
Biosolids Disposal Alternative

1. 14% solids is dumped just south of the existing Screw Press Area
2. Sludge is loaded onto dump truck F650 (5 yds) and then hauled over to the sluge beds
3. Sludge is windrowed in Sludge beds and Aerated with large and small Brown Bears
4. Sludge is allowed to solar dry over 3 months to ~85%+ solids
5. Sludge is periodically hauled away to landfill by contract hauler
6. Sludge tipping fee is charged by Johnson Canyon Landfill (Salinas Valley Solids Waste Authority)

Estimated Costs fo Existing Operations

			Salary Cost/Year	Percent of FTE	Annual Costs
Personel - Operators and Maintenace - Salary + Benefits			$ 95,600.00	1.7	$ 162,520
		Equip.Costs	Equip Pymnt/Yr	Maintenance/Yr	
CAT D299 Skip Loader with Aerator Attachment		$ 198,900	$ 27,100	$ 7,500	$ 34,600
CAT 9.3 Tier 4, 350HP, with 39Dx12 ft aerator (3950)		$ 813,400	$ 110,800	$ 15,400	$ 126,200
Dump Truck - F650 dump truck		$ 85,000	$ 11,600	$ 8,000	$ 19,600
Total Fuel Costs		gal/month	Gal/Year	$/Gal	Yearly Cost
		130	1560	7	$ 10,920.00
Cost to Haul Sludge in 2022					
			Ave (20-21)	$/Ton -	
Kieth Day Trucking	Tons Hauled		740	17	$ 12,580
Johnson Canyon Landfill	Tipping Costs/Ton		740 (at ~84% +solids)	65	$ 48,100
				Subtotal Costs	$ 414,500

Notes:

Most Recent Landfill/Hauler costs		$/Ton
Hauler Costs		$ 16.38
Landfill Costs		$ 64.75
	Disposal Subtotal	$ 81.13

Equipment Purchase Costs

	Cost for New Equipment	Costs		Annual Finance Payment
small	Cat 299D	$ 120,000.00	Web search..2020 CAT	
Brown Br	R31-10 Aerator for 299D	$ 78,900.00	by BBC	
	subtotal	$ 198,900.00		$ 27,100
Large	CAT C9.3 Tier 4F 350HP diesel			
Brown Br	3950 Aerator (39"Dx12ft)			
	subtotal	$ 813,400.00	(BBC quote 1.22.21 x 1.15%)	$ 111,000
	F650 Dump Truck	$ 85,000.00	(2022 MSRP = $68.8K)	$ 11,600

Financing Payment of Equipment is calculated at 10 years payments @ 6.5 % interest

Estimated Fuel Consumption, gal/month 130

Large	Tractor (JOHN DEER..617R)	$ 225,000.00	by BBC	
Brown Br	PTOPA35E-10.5	$ 64,400.00	by BBC	
	subtotal	$ 289,400.00		$ 39,400

City of Soledad

Appendix B

Direct Biosolids Hauling at 15% solids
Biosolids Disposal Alternative

1. 14% solids is dumped just south of the existing Screw Press Area
2. Stockpile upto 22 yards for direct Hauling by Slude composting facility
3. Compost Facility is Holloway Environmental in Lost Hills, CA

		Salary Cost/Year	% of FTE	Annual Costs
Operator - Salary + Benefits		$ 95,600.00	0.3	$ 28,680
Annual Sludge to be Hauled	2022 (at ~85%)	Est Tons at 14%	Compost $$ $$/ton	Costs to Haul per year
Tons and Hauling/tipping costs	740	4193.3	65	$ 272,567
		Yearly Pymt	Maint.	
Loader - Cat 299D		$ 16,400	8000	$ 24,400
	Gal	Gal/Year	$/gal	
Fuel Consumption	80	960	7	$ 6,720
			Total Costs/Year	$ 332,400

NOTE:

Equipment Purchase/Finance Costs

Cost for New Equipment	Costs		Annual Finance Payment
Cat 299D	$ 120,000.00	Web search..2020 CAT	
subtotal	$ 120,000.00		$ 16,400
F650 Dump Trk	$ 85,000	F650 Dump truck	$ 11,600

Financing Payment of Equipment is calculated at 10 years payments @ 6.5 % interest

Estimated Fuel Consumption, gal/month 80

	$/Ton
Synagro Composting-Haul and Tipping	90
Holloway Environmental - Haul and Tipping	61

Annual Sludge to be Hauled	2022 (at ~85%)	Dry Tons	Est Tons at 14%	Compost $$ $$/ton	Costs to Haul per year
Tons and Hauling/tipping costs	740	4933.3	4193.3	61	$ 255,793

CITY OF SOLEDAD
STAFF REPORT

SUBJECT: **Resolution No. 6211, A Resolution of the City Council of the City of Soledad Approving and Accepting the 2024 General Plan and Housing Annual Progress Reports and Authorizing their Submittal to The State of California Department of Housing and Community Development and The Governor's Office of Planning and Research**

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: **March 19, 2025**

Recommendation

It is recommended that the City Council of the City of Soledad consider and adopt Resolution No 6211, "Approving and Accepting The 2024 General Plan and Housing Annual Progress Report and Authorizing their Submittal to The State of California Department of Housing and Community Development and The Governor's Office of Planning and Research."

Executive Summary

Pursuant to California Government Code Sections 65400 and 65700 et seq, local planning agencies shall prepare and submit annual reports on the status of the General Plan and the Housing Element to show progress on implementation of these documents to their legislative bodies, the Governor's Office of Planning and Research (OPR), and the Housing and Community Development (HCD) by the 1st of April each calendar year. These reports cover the 2005-2025 General Plan, which was adopted in 2005, and the 2023-2031 Housing Element, which was adopted in August 2024, and the implementation activities for both the General Plan and Housing Element during the 2024 calendar year. (Different reports containing information about the General Plan and/or the Housing Element are generated for submission to OPR and HCD.) The Planning Commission reviewed and approved these reports on February 20, 2025, and they will now be considered for approval by the City Council for submission to HCD and OPR prior to or by April 1, 2025.

Background

Since 1969, the State of California has required that all local government agencies adequately plan to meet the housing needs of everyone in their community. California's local governments shall meet this requirement by adopting housing plans (aka housing elements) as part of their "general plan". General

plans serve as the local government's "blueprint" for how the city and/or county will grow and develop and shall include seven elements: land use, transportation, conservation, noise, open space, safety, and housing. Pursuant to Government Code Section 65400(b), California requires local jurisdictions/agencies to provide annual reports on the general plan and the housing element to their legislative body, the Governor's Office of Planning and Research (OPR) and the State Department of Housing and Community Development (HCD). All jurisdictions must provide OPR and HCD with a separate General Plan (GP) and Housing Element (HE) Annual Progress Reports (APR) by April 1 of each calendar year, as stated in Government Code Sections 65400 and 65700.

The General Plan and the Housing Element APRs are reports that provide information to the City's legislative bodies and the State about the progress made in implementing the most recent General Plan and Housing Element. They also inform the public about the community's goals and how they are being met. The Planning Commission has reviewed and recommended the APRs for approval to the City Council. The Housing Element has its APR overseen by HCD and prepared by the Community and Economic Development Department – Housing Division. The Draft General Plan APR for 2024 is included as Exhibit "A" and the Draft Housing Element APR for 2024 is included as Exhibit "B".

There is no standardized form or format for preparing the General Plan APR, nor does it require the incorporation of all General Plan Elements. The General Plan APR objective is to provide enough information for decision-makers to assess how the General Plan is being implemented during the reporting period and should help provide enough information to identify necessary "course adjustments" and/or modifications to the Plan and the means to improve local implementation. Similarly, the Housing Element APR assesses and reports the strategies to address housing needs, affordability, and development. This collection of data encompasses information about proposed housing projects, details on approvals or permissions granted for housing development, records of authorized constriction and the number of housing units completed.

Review & Analysis

General Plan Annual Progress Report (APR) for 2024

This annual report provides information on the status and implementation of the General Plan in regard to housing and development. The four basic purposes of the annual report are as follows:

- To provide information to assess progress on implementation of the General Plan in accordance with the stated goals, policies and implementation measures.
- Provide information to identify necessary course adjustments or modifications to the General Plan as a means to improve implementation.
- To provide a clear correlation between land use decisions made during the reporting period, and the goals, policies and implementation measures in the General Plan.
- To provide information regarding local agency progress in meeting its share of regional housing needs and local efforts to remove governmental constraints to the development of housing.

This 2024 Soledad General Plan APR provides local legislative bodies and the public with information about the implementation of the City's General Plan and progress in meeting the community's goals. The APR focuses on a 12-month reporting calendar year (2024), explaining how land use decisions relate to adopted goals, policies, and implementation measures of the 2005 General Plan and what the City of Soledad can improve or modify in its upcoming 2025 General Plan Update.

Some 2024 GENERAL PLAN Summary Highlights include:

- Continued the 2045 General Plan Update called Siempre Soledad. It is expected that the General Plan Update for 2045 will be adopted towards the end of 2026.
- Awarded $85,000 through REAP 2.0 to help accelerate housing production and facilitate compliance with the 6th Cycle Housing element. Work will be focused on Downtown Soledad.
- Continued the Front Street Rehabilitation Project in Downtown Soledad by adding murals to enhance downtown vibrancy
- Obtain an USDA Rural Administration Grant of $50,000 to go towards the development of the Shipping Container Village
- Entered in partnership with the Monterey County Business Council (MCBC) to establish a Satellite Office for the Small Business Development Center (SBDC) in Soledad
- Worked to finalize a Purchase Sales Agreement between Agha Development to purchase a 4.56 Acre lot proposed to create 100 affordable housing units.
- New Ladder Truck for CalFire/City of Soledad Fire Department
- New Commercial Development
    - Dutch Bros
    - Panda Express
    - Tractor Supply
    - Quick Quack Car Wash
    - Holiday Inn Hotel
- Soledad Community Center Improvements
- Traffic Management and Enforcement Engagement for the Soledad Active Transportation Plan
    - Also includes the Safe Routes To School Plan
    - Launch of the MST Circulator Bus

Housing Element Annual Progress Report (APR) for 2024

The purpose of the Housing Element APR is to track and monitor progress in addressing the City's housing needs, goals, and policies. HCD has specific reporting requirements for the Housing Element, which consists of a series of tables such as demonstrating and exhibiting the City's progress in meeting its Regional Housing Needs Allocation (RHNA) numbers. These RHNA numbers are determined by HCD and then provided to the local regional area of government, Association of Monterey Bay Area Governments (AMBAG). AMBAG then determines the RHNA for the individual jurisdiction within its planning area. Table 1 provides the City's RHNA summary for 2015 to 2022 cycle and the new 6th Cycle for the 2023-2031 reporting period.

Table 1. *City of Soledad 2015-2022 Annual Progress Report Summary RHNA 5th Cycle Allocation Numbers*

Income Level	RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	Total Units (all years)
Very Low	46								4	4
Low	30							6	15	21
Moderate	35							2	41	43
Above Moderate	80	3	83	79	131	60	12	21	149	538

Total RHNA	191									
Total Units		3	83	79	131	60	12	29	209	**606**

Table 2. ***City of Soledad 2023-2031 Annual Progress Report Summary RHNA 5th Cycle Allocation Numbers***

Income Level	RHNA Allocation by Income Level	2023	2024	Total Units to Date (all years)
Very Low	100			0
Low	65	6		6
Moderate	183	18		18
Above Moderate	376	99	82	181
Total RHNA	724			
Total Units		123		**205**

Some 2024 Housing Element APR highlights include:

- *Building Permits Issued:* 62 housing related building permits; of these building permits, 41 were for Accessory Dwelling Units (ADUs), 21were for Single-Family Dwelling Units, and 14 Single Family Dwelling Units.
- *Certificates of Occupancy:* 82 units approved/finalized.
- *Homeownership of Inclusionary Housing Units:* 14 affordable units from Las Viviendas project have been purchased by low- and moderate-income households.

Financial Considerations

No direct costs are associated with this item; nonetheless, failure to submit the report within sixty (60) days of the April 1st deadline could make the City ineligible for certain State grant programs.

Alternatives

- Approve the resolution and report with modifications; or
- Reject the proposed resolution and reports

Planning/CEQA

The proposed reports are 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, this is not a project. No environmental assessment is required.

Public Notice Requirements

None required

Attachment(s):
Resolution No. 6211

Exhibit A
Exhibit B
Attachment A

RESOLUTION NO. 6211

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SOLEDAD APPROVING AND ACCEPTING THE 2024 GENERAL PLAN AND HOUSING ANNUAL PROGRESS REPORTS AND AUTHORIZE ITS SUBMITTAL TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH

WHEREAS, the City of Soledad (City) adopted the General Plan in 2005 and the Housing Element in 2018; and

WHEREAS, *Section 65400 (a) (2) of the California Government Code* requires the City to provide an annual report addressing the status of the General Plan progress made toward implementing its goals and policies to the Governor's Office of Planning and Research (OPR); and

WHEREAS, *Section 65400 of the California Government Code* requires the City to provide an annual report on the jurisdiction's status and progress in implementing its housing element using forms and definitions adopted by the California Department of Housing and Community Development (HCD)

WHEREAS, Staff has prepared the General Plan Annual Progress Report for the calendar year 2024 (GP APR) and Housing Element Annual Progress Report (HE APR) as stated pursuant to Gov Code 65400 et seq for submission to the HCD and OPR by April 1, 2025; and

WHEREAS, the Planning Commission of the City of Soledad recommended approval for the 2024 General Plan Annual Progress Report and Housing Element Annual Progress Report on February 20, 2025, during a Special Meeting hereby accurately reflecting the City's progress in implementing the 2005 General Plan and the 2023-2031 Housing Element; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Soledad accepts the 2024 General Plan Annual Progress Report provided as **Exhibit "A"** and the 2024 Housing Element Annual Progress Report provided as **Exhibit "B"** and authorize staff to forward the report to the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the City Council of the City of Soledad at a regular meeting duly held on the 19th day of March 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

CITY OF SOLEDAD

Exhibit A

2024 General Plan Annual Progress Report

Community and Economic Development Department



Table of Contents

1. Introduction
2. Soledad General Plan and the Office of Planning and Research General Plan Guidelines
3. Current General Plan Implementation
    a. Land Use Priorities
    b. Economic Development Priorities
    c. Housing Element Annual Reporting
    d. Parks and Recreation Priorities
    e. Circulation

For further information or clarification on any items in this General Plan Annual Progress Report, please contact:

City of Soledad Planning Division
248 Main St.
Soledad, CA 93960

P.O. Box 156
Soledad, CA 93960
(831) 223-5020
planning@cityofsoledad.gov
www.soledadgeneralplan2045.com

Introduction

The City of Soledad is located in the Central Valley of Monterey County along the State Highway 101 corridor. Unlike the Monterey Peninsula, Soledad and the surrounding Salinas Valley communities rely on agriculture and small industries as the backbone of their economy.

A regional shopping center is currently under construction at the southern end of the City. The Soledad Marketplace will offer approximately 114,356 square feet of retail space, featuring a variety of businesses. It is already home to Premiere Cinema, Grocery Outlet, and Dutch Bros, with a Tractor Supply store set to open soon. The center continues to expand, bringing in national retail brands. Additionally, the Mission Soledad Shopping Center provides 60,000 square feet of retail space, anchored by FoodsCo and CVS.

Residential development in Soledad has grown significantly in recent years. During the first two years of the 6th Cycle Housing Element, approximately 205 housing units were constructed. Over the next eight years, an estimated 1,145 new residential units are expected between 2024-2031. In 2024, the City advanced the Miramonte Specific Plan Area, a subdivision northeast of the City that will accommodate approximately 568 residential units as part of the 6th Cycle Housing Element.



As the City grows, Soledad remains committed to preserving its surrounding agricultural lands, promoting economic development, and implementing regulations to ensure a safe and thriving community. This Annual Progress Report (APR) updates local legislative bodies and the public on implementing Soledad's General Plan. It highlights the City's progress toward community goals and provides an overview of land use decisions over the 12-month reporting period for 2024. The report evaluates how these decisions align with the objectives, policies, and implementation measures outlined in the 2005 General Plan and identifies areas for improvement in the upcoming 2025 General Plan Update.

As required by the State, this General Plan Annual Progress Report has been adopted by the Soledad City Council on [insert date], through Resolution No. [resolution number].

SOLEDAD GENERAL PLAN AND OPR GENERAL PLAN GUIDELINES

The City's General Plan was last updated on September 21, 2005 and the new update is targeted to start this year in 2023. This would be completed and adopted by 2025. The City's major expansion plans include additional land to be annexed for residential, commercial and industrial expansion covering a 30-year period. The 2005 Soledad General Plan involves the following elements:

- Land Use
- Housing (revised in 2019)
- Circulation
- Parks & Recreation
- Public Services and Facilities
- Economic Development
- Conservation
- Open Space
- Noise and Safety

Siempre Soledad 2045

Soledad is updating its General Plan by 2025 with a focus on economic development, environmental justice, air quality, and safety. It will also update other required elements like the Housing Element (2024-2032), Climate Change Vulnerability Assessment and Adaptation Strategy, Climate Action Plan, and a Program EIR. The OPR General Plan Guidelines will be followed to establish proper guidelines for the future of Soledad, considering social, economic, and environmental needs of the community.



CURRENT GENERAL PLAN IMPLEMENTATION

By State law, the General Plan must address nine (9) elements. The mandatory elements are Land Use, Open Space, Conservation, Housing, Environmental Justice, Circulation, Noise, Air Quality and Safety. Cities are also encouraged to adopt "optional" elements which reflect local issues. Those could include optional elements on Neighborhoods, Community Design, Economic Vitality, Infrastructure, Governance, Culture and Arts, Parks and Recreation, and Air and Water Quality. The Plan's focus is on the physical environment, and most of its policies ultimately link to decisions about growth and development. Because the Plan has a 20-year horizon, it ensures that day-to-day decisions are made with a long-term perspective, taking into consideration the future of the City and its relationship to the region around it.

The City of Soledad and the 2005 General Plan includes:

- Land Use
- Housing (revised in 2019)
- Circulation
- Parks & Recreation
- Public Services and Facilities
- Economic Development
- Conservation
- Open Space
- Noise and Safety

Measures associated with the implementation of the General Plan elements will be discussed in this section. The policies and action items selected for this report had notable progress in 2023. The list of policies and action items is not a comprehensive list of all policies and action items in the General Plan; many policies/actions are under ongoing implementation and may not be listed here. Most of the General Plan policies and related action items have been implemented through the adoption of ordinances or resolutions, incorporated into the regular governmental activities of the applicable departments, or included in development proposals as they are reviewed for consistency with the City's policies, the purpose of providing the policy implementations below is simply to streamline the review and highlight the annual progress efficiently. A comprehensive list of all General Plan policies can be seen in the City of Soledad 2005 General Plan.

For this report, the following elements will be highlighted:

- Land Use
- Economic Development
- Housing
- Conservation/Open Space

LAND USE PRIORITIES

According to the City of Soledad 2005 General Plan, Land Use Element Goals, Policies and Programs on page II-28, the City of Soledad aims to:

1. To provide effective standards for the location, amount rate, type, and quality of new development so that the local economy remains healthy, attractive residential neighborhoods can expand, the small-town character of the town is preserved, and the natural environment is protected.
2. To manage the growth of the town so that adequate facilities and services can be provided in pace with development
3. To maintain and support a healthy and diverse local economy that meets the present and future employment, shopping, recreational, public safety, and services needs of Soledad residents

The City of Soledad 2005 General Plan, Chapter II, Land Use—Land Use Element Goals, Policies, and Programs, provides a comprehensive list of all general plan policies.

2005 Soledad General Plan		
Land Use Goal: Refer to Land Use goals mentioned earlier in this section		
Goal/Action #	Policy/Action	City Implementation or Status
General Policy L-1 (f)	Execution of a Memorandum of Understanding with Monterey County formalizing the land use management strategy for the City's sphere of influence embodied in the terms listed a-e.	The City of Soledad's Miramonte Specific Plan Annexation, a significant project covering 647 acres northeast of the city, has received conditional approval after more than a decade of effort. In late 2022, this project was granted approval from the Local Agency Formation Commission (LAFCO). The conditional approval for the Miramonte annexation is contingent upon satisfactory agricultural mitigation as determined by LAFCO's Executive Officer. In 2024, work continued on the agricultural mitigation, which requires the developer to arrange a conservation easement in Monterey County at a 1:1 ratio for every acre of agricultural

		land converted to residential use. Currently, the project is being phased, with 192.2 acres out of the total 647 acres designated for residential development set aside for an agricultural conservation easement. The developer expects to fulfill this requirement by the end of 2025. Additionally, the City is in the process of formalizing the Developer Agreement for the Miramonte Specific Plan Area, which is anticipated to be reviewed by the City Council in 2025.
General Policy L-5	New development shall not be allowed unless adequate public services are available to serve such new development, or that can be provided at the time of development	The City of Soledad has been working on residential infill projects, ADU's, SB9, new SFD's, and new commercial development in the Downtown Specific Plan Area, that have gone through extensive review to ensure new development ensures adequate public services.
Residential Development L-12	The City shall maintain an adequate supply of land in appropriate designations to accommodate projected household growth, maintain affordability to moderate and below moderate-income groups, and maintain acceptable vacancy rates.	In 2024, the City acquired a 4.6 acre lot on Gabilan Drive for the future development of affordable housing units. The City partnered with non-profit agencies such as Eden Housing and CHISPA to secure property entitlements for affordable housing units in collaboration with private developers.

Residential Development L-15	The City shall require new subdivided lots to be adequate in size and shape for the range of primary and accessory uses designated for the area.	The City of Soledad received three planning applications, that includes subdivision of residential lots. This comes after the state implementation of SB9, where residential lots can be subdivided to create more than 2 residential units, an effort to help reduce the housing crisis.
Residential Development L-18 & L-19	L-18: The infill of existing residential lots shall be encouraged L-19: In general, higher densities of residential development shall be located in areas served by the widest range of urban services, and shall be preferred along collector and arterial streets, within walking distance of schools, city parks, and transit stops.	The City of Soledad and the Soledad Unified School District worked together to implement the School District Housing project at 530 Monterey St., a site that is currently owned by the City of Soledad. This is a new 20 unit multifamily housing project for District employees. In 2022, the project was granted a CUP to have the density increased and grant a density bonus in effort to create the 20 units. Moreover, this project is located on Soledad St and Monterey St. two major streets that allow easy access to public transportation, parks, Main Street Middle School and the Downtown Area on Front St. The building permit is anticipated to be issued in 2025. Soledad pre-approved ADU plans- the city purchased preapproved plans in collaboration with the City of King. These plans help accelerate ADU development and reduce design fees to

		Soledad residents. Four (4) permits were issued in 2024 that are using pre-approved plans. The City was awarded $85,000 through REAP 2.0 to help accelerate housing production and facilitate compliance with the 6th Cycle Housing Element. Projects will be prioritized in Downtown Soledad to help increase density and create more housing opportunities.
Commercial Development L-21	New commercial development shall be encouraged in Soledad near the freeway interchanges with Highway 101. Limited new neighborhood commercial development will be allowed within areas designated Expansion Area, and/or at specified nodes to provide for the everyday needs of the surrounding residential neighborhoods.	Soledad Marketplace currently houses Premiere Cinemas, Grocery Outlet and in 2024 Dutch Bros opened and Tractor Supply received planning approvals. The building permit for Tractor Supply has been issued and construction is set to occur in the Spring of 2025. Other chain retail stores are anticipated to join the Marketplace, like Famous Footwear and Five Below. Panda Express is also close to finishing, although it is not part of the Marketplace, the site is right across from the shopping center. Panda Express is currently in construction and is set to open mid-2025.
Commercial Development L-26	The Visitor-Serving sector of the local economy shall be maintained and expanded. New motels/hotels	In 2024, the City of Soledad granted planning approvals for a new Holiday Inn,

	shall especially be encouraged in areas within walking distance of the downtown. Visitors to the nearby Pinnacles National Monument offers another potential market for visitor-serving land uses.	located in Los Coches Rd. The Holiday Inn is a 4-story building proposing 90 rooms.
The Downtown L-31	The Downtown area along Front St. shall be developed into the physical and social center of Soledad in accordance with the vision captured by the Downtown Specific Plan/front Street Improvement Plan. As outlying areas develop with commercial business, the role of the Downtown should be the focus of community events and gatherings, entertainment, and dining. Pedestrian and bicycle access to the downtown shall be improved.	In 2024, the Front Street Maintenance Project successfully reconstructed the sidewalks, removed some landscaping, and added art installations along Front Street. These efforts aim to beautify and revitalize Downtown Soledad to enhance economic development and improve walkability as the Shipping Container Village is still being worked on. The Public Works Department is leading the Front Street Rehabilitation project, which aims to enhance the streetscape surrounding the Container Village and provide the necessary utilities and infrastructure for the project. The City has received a $50,000 USDA Rural Administration Grant to fund a feasibility study for the Shipping Container Village. The USDA grant will assess the feasibility of the project, including financing for construction and management.

ECONOMIC DEVELOPMENT PRIORITIES

According to the City of Soledad 2005 General Plan, Economic Development Element Goals, Policies and Programs on page III-5, the City of Soledad aims to:

1. To improve the City's overall economy and fiscal condition.
2. To ensure that new development does not impose a substantial financial burden to the City.
3. To provide good local jobs for Soledad residents

2005 Soledad General Plan		
Economic Development Goals: Refer to goals mentioned earlier in this section		
Goal/Action #	Policy/Action	City Implementation or Status
General Policy E-1	The City will work with local businesses groups, such as the Soledad Chamber of Commerce and the Old Town Merchants Association to promote Soledad businesses and to explore new business opportunities.	The City is actively working with business organizations. The City entered into an agreement with the Monterey County Convention and Visitors' Bureau to become a jurisdiction investing partner in efforts to draw tourism into Soledad. Also, the City entered in partnership with the Monterey County Business Council (MCBC) to establish a Satellite Office for the Small Business Development Center (SBDC) in Soledad.
General Policy E-5	The City shall investigate the feasibility of adding new attractions to the community such as, but not limited to, new cultural facilities, special events or special educational facilities. All such efforts shall be coordinated with the business community. One priority is a to recruit a small to mid-size movie theater.	The City has received a $50,000 USDA Rural Administration Grant to fund a feasibility study for the Shipping Container Village. The USDA grant will assess the feasibility of the project, including financing for construction and management. This will allow us to bring in different leisure activities and a cultural facility, special events are options for the community.

HOUSING ELEMENT APR REPORTING REQUIREMENTS

According to Government Code Sections 65400, each general law city in the State of California is required to report certain housing information in accordance with state housing law based on Government Code Sections 65400, 65583, and 65584. The Housing Element APR is processed in a different manner than other portions of the General Plan APR and must be submitted to HCD and follow HCD's requirements. The complete report for the Housing Element APR Reporting Requirements will be submitted online through a standardized format based on new reporting requirements (AB 879, SB 35, AB 1486, AB 1255). This report will be done through the City of Soledad Housing Division with the Community and Economic Development Department by April 1st, 2025, for the 2024 Calendar reporting period. The purpose of this section is to further analyze Housing Policy Goals and Actions through the Calendar year 2024.

According to the City of Soledad 2005 General Plan, Housing Goals, Policies and Programs on page IV-3, the City of Soledad aims to:

1. Provide an adequate supply of sound, affordable housing in a safe and satisfying environment for all residents of the City of Soledad, consistent with the housing allocation adopted by the Association of Monterey Bay Area Governments.
2. To promote community character, livability, affordability and housing choice, by requiring an integrated mix of housing types in new residential areas.
3. To promote the needs of persons who have special needs not readily addressed without community leadership, including the homeless, large families, senior citizens, and single parents.
4. To encourage the maintenance, improvements, and rehabilitation of the City's existing housing stock and residential neighborhoods, with special attention on conserving existing affordable housing.
5. To maintain a balance in land use regulation so as to refrain from unnecessary government constraints on the production of affordable housing and to create incentive for the production of affordable housing.
6. To promote the maintenance and improvement of energy efficiency in the city's existing and new housing stock.
7. To ensure equal housing opportunities for all persons regardless of age, race, sex, religion, national origin, or other barriers that prevent choice in housing.

The 2023-2031 Housing Element outlines goals, policies, and programs that align with the 2005 Soledad General Plan. As required by state law, it remains consistent with all other elements of the General Plan. The City is currently updating its General Plan, with adoption expected in 2026, and is ensuring alignment between the Housing Element and other plan elements throughout this process. Future amendments will also be reviewed for consistency.

The policy approach in this Housing Element is similar to the 2015-2023 version, with added requirements for fair housing under AB 686. It continues to prioritize affordable housing, encourage multifamily development, support large families and migrant farmworkers, collaborate with affordable

housing developers, and promote rehabilitation of older housing. Additionally, it emphasizes integrating affordable housing into Specific Plan areas designated for future growth. This Housing Element is effective from December 31, 2023, to December 31, 2031.

The Regional Housing Needs Allocation (RHNA) ensures cities plan for enough housing across all income levels. Based on a methodology by AMBAG (adopted in October 2022), Soledad must accommodate 724 housing units from 2023 to 2031. The City has conducted a site inventory to confirm sufficient land, zoning, and public services are available to meet this requirement, ensuring realistic housing development during this period.

Table 1. ***City of Soledad 2015-2022 Annual Progress Report Summary including RHNA 5th Cycle Allocation Numbers***

Income Level	RHNA Allocation by Income Level	2015	2016	2017	2018	2019	2020	2021	2022	Total Units (all years)
Very Low	46								4	4
Low	30							6	15	21
Moderate	35							2	41	43
Above Moderate	80	3	83	79	131	60	12	21	149	538
Total RHNA	191									
Total Units		3	83	79	131	60	12	29	209	**606**

Table 2. ***City of Soledad 2023-2031 Annual Progress Summary including Existing RHNA 6th Cycle Allocation Numbers***

Income Level	RHNA Allocation by Income Level	2023	2024	Total Units to Date (all years)
Very Low	100			0
Low	65	6		6
Moderate	183	18		18
Above Moderate	376	99	82	181
Total RHNA	724			
Total Units		123		**205**

Table 3. City of Soledad Residential Capacity and RHNA Allocation for 6th Cycle (2023-2031 Housing Element Pg. 196)

Table 6-2
SUMMARY OF RESIDENTIAL CAPACITY AND RHNA OBLIGATION

Income Category	RHNA	Vacant Site Capacity	Underutilized Site Capacity	Pipeline Projects*	Miramonte Specific Plan	Projected ADUs	Total Capacity	Surplus	Percent of RHNA
Extremely Low Income	50	18	23	119	100	25	285	120	172.7%
Very Low Income	50								
Low Income	65								
Moderate Income	183	50	1	77	77	26	231	48	126.2%
Above Moderate Income	376	67	0	137	391	34	629	253	167.3%
Total	**724**	**135**	**24**	**333**	**568**	**85**	**1145**	**421**	**158.1%**

**Also referred to as "Pending and Approved Projects."*
Sources: AMBAG, 2022; City of Soledad, 2024.

Table 4. City of Soledad Housing Pipeline Projects

Community and Economic Development Department

Housing Pipeline 2023-2031

Proposed and Active Projects	Tentative Completion Year	Number of Proposed Units	Affordability			
			Very Low	Low	Moderate	Above Moderate
Miramonte Phase 1 & 2	Dec-28	568	50	50	77	391
Phase 1		221			22	199
Phase 2		347	50	50	55	192
230 8th Street Apartments	Mar-25	42	3	5	5	29
Vintage Estates (Orchard Villas) SFD	Jul-25	28	Phases 20-23 Building Permits have been issued as of 2.14.2024 (28 units)			
Santa Clara Parcel E SFD	Jun-27	104			24	80
Multi-Family Apts.	Jun-27	40	20	20		
SUSD Housing Project	Dec-26	20	2		18	
540 Gabilan	Dec-28	100	50	40	10	
	Total:	902	125	115	134	528

Projects with no Entitlement	Tentative Completion Year	Number of Proposed Units
Almond Acres	Jul-28	77
		12 multi family
Parcel B	Jul-28	37

Rev. 1.23.25

Total with Proposed Units: **1,016**

PARKS AND RECREATION PRIORITIES

According to the City of Soledad 2005 General Plan, Parks and Recreational Element Goals, Policies and Programs on page VI-6, the City of Soledad aims to

1. Provide a high-quality public park system containing adequate park acreage and varied recreational facilities that are accessible to all Soledad residents.
2. Work toward achieving a ratio of five acres of parkland per 1,000 residents.
3. Provide adequate indoor and outdoor recreation facilities for existing and future populations.
4. Provide recreational programs and facilities for all age groups, incomes, and physical abilities.
5. Provide maintenance assessment districts to fund park and facility landscape maintenance, including street public landscaping.
6. Encourage the use of reclaimed water for landscape irrigation.

Overview

The Soledad Parks and Recreation Department (SPR) was established in 2021 following the approval of Measure S, a general tax measure supported by the community. The department is committed to providing affordable and inclusive health and wellness programs, recreational activities, and community events for residents of Soledad and the surrounding areas.

Recreational Services and Community Impact

SPR manages parks, sports fields, and the community center, ensuring access to a diverse range of recreational opportunities for individuals of all ages, interests, and abilities. The department offers programs in performing arts, sports, fitness, and social activities, fostering an engaged and active community.

As Soledad's population continues to grow, SPR prioritizes diverse, accessible, and equitable recreational services. The department continues to expand its health and wellness programs, ensuring broader access to recreational activities that support community well-being.

Soledad Community Center Modernization

Since its reopening in 2021, the Soledad Community Center has undergone significant renovations as part of a multi-phase modernization plan aimed at enhancing accessibility, functionality, and user experience. Key upgrades include improved ADA accessibility, with the reconstruction and regrading of parking stalls, installation of facility entry pushbuttons, and the addition of a new ADA stage lift for performances and general use. Enhancements to the gymnasium and stage feature a mechanical winch

system for basketball backboards, upgraded lighting and electrical systems, full wall repairs and repainting, and gymnasium floor maintenance to ensure durability. Security and facility-wide improvements include the replacement of old interior and exterior doors and a full facility rekeying for better access control.

The kitchen underwent a complete modernization, incorporating fiberglass-reinforced plastic wall coverings for durability, new commercial-grade appliances, a suppression hood, grease trap, stainless steel counters, and a hand sink to meet updated safety and hygiene standards. Epoxy flooring was also installed to provide a clean and long-lasting surface. Additionally, a dedicated staff breakroom was created to offer a comfortable and functional space for employees.

These improvements reflect the City of Soledad's ongoing commitment to maintaining high-quality, inclusive, and functional community spaces. Future phases of the modernization plan will continue to enhance recreational facilities, ensuring the Soledad Community Center remains a hub for community engagement, recreation, and events.

The following chart and pictograph summarize the policies successfully met by SPR, highlighting the expansion of programs in 2024.

Soledad General Plan (2005) Park and Recreation Policies

Goal/Action #	Policy/Action
Recreation Policy PR-4	The City will work with the YMCA, the Soledad Mission Recreation District, the Soledad Unified School District, Monterey County and other agencies (public and private) to expand Soledad's recreation facilities and programs. The City should provide youth, adult and senior programs for City residents, with special emphasis on youth programs.
Recreation Policy PR-6	The City will strive to develop a balanced recreation program that provides activities for all age groups.
Recreation Policy PR-9	As recreation facilities become available, the City will develop a community recreation program. The recreation program shall include youth/teen, adult and senior programs. Generally programs for which there is a large demand should be provided; however, the more specialized a recreation program, the more financially self-supporting it should become
Acquisition and Development PR-14	Parks shall be designed to accommodate various age groups and abilities. An individual park or recreation facility does not need to be accessible to all age groups or abilities; however, Soledad's overall park and recreation system shall meet the special needs of the City's population.
Acquisition and Development PR-20	The community will be made aware of park and recreation projects and resources by way of public notices, newsletters or other means. For example, a newsletter can be used to record park and recreation accomplishments, needs, upcoming projects, and to thank persons or organizations for their help. Encouraging community events in local parks can augment community appreciation of existing facilities.
Acquisition and Development PR-28	The City will manage park and recreation facilities and programs by working to develop a stable funding source(s) for park and recreation activities. Maintenance assessment districts shall be formed to provide funding
Funding PR-36	The City shall encourage fundraising events to help pay for parks and recreation facilities and programs.

City of Soledad Parks and Recreation Department: 2024 Year in Review

[www.cityofsoledad.com – Soledad Parks & Recreation](http://www.cityofsoledad.com)

YEAR IN REVIEW

- 2024 -

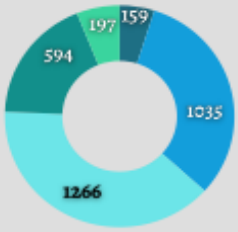
SPORTS & ATHLETICS

Sports Games Held 355

Youth Sports Participants 805

Sports Leagues Held 11

Program Participation By Age



PRE-K	159	ADULTS / FAMILY	1035
YOUTH	1266	SENIOR	594
INCLUSIVE	197		

ARTS & CULTURE

Arts and Culture Program Sessions Provided 35

Culinary Class Participants 135

Youth (6-17) Art & Culture Participants 173

Pre-K (2-5) Program Participants 159

Adult and Family Participants 997

ART CLASSES



SUMMER CAMP



YOUTH BASKETBALL



FITNESS

Open Gym Drop-Ins 6,192

Fitness Center Use Drop-Ins 2,662 Member 19,241

COMMUNITY

Community Center Hours Open 3,969

Community Events/Outreach 40

Free Senior Lunches 443

FACILITIES USE

Field Reservations 1,364

Facility Rentals 13

City Use, Meetings and Trainings - Hours 157

City Outreach and Workshops- Days 13

BREAK DAY CAMPS

Days of Camps 57

Campers Served 288

COMMUNITY SERVICE

Volunteers 107

CIRCULATION

According to the City of Soledad 2005 General Plan, Circulation Goals, Policies and Programs on page V-14, the City of Soledad aims to

1. To provide a safe and efficient circulation network to meet the present and future needs of the City.
2. To encourage the use of alternate forms of transportation other than the automobile.
3. To create a pedestrian-friendly, walkable community.

In 2024, the City of Soledad partnered with the Transportation Agency for Monterey County (TAMC) and Monterey-Salinas Transit (MST) to expand outreach and improve transportation safety. Over the past two years, the city and its residents have developed a Safe Routes to Schools Plan and a Local Roadway Safety Plan**,** paving the way for significant improvements that enhance community health and safety**.**

In addition to improving infrastructure, initiatives focused on education and safety programs to tackle challenges that cannot be resolved by physical enhancements alone. For instance, programs involving high school students participating in bike repair workshops, as well as a Crime Prevention Through Environmental Design (CPTED) initiative, aim to create safer environments for walking and biking. Special attention was also given to disadvantaged seniors through pedestrian safety and encouragement programs designed to meet their specific needs.

The City is also expanding its public transit service to improve accessibility for residents**.** A new bus route will include a 30-minute loop**,** arriving every 30 minutes, with dedicated bus stops to enhance reliability. Most residents will be within a five-minute walk of a bus stop**,** ensuring easy access to transportation. The new schedule will provide predictable service on a regular timetable**,** allowing passengers to time transfers with Line 23 and other intercity routes. The dedicated stops will offer certainty and visibility**,** helping increase ridership and provide room for future growth. Additionally, this service will typically cost less per passenger, ensuring an affordable transportation option for the community.

Through these efforts, Soledad remains committed to fostering a safer, healthier, and more connected community for residents of all ages**.**

2005 Soledad General Plan		
Circulation Goals: Refer to goals mentioned earlier in this section		
Goal/Action #	Policy/Action	City Implementation or Status
Traffic Management C-2	Streets shall be dedicated, widened, extended and constructed in accordance with City standards. Dedication and improvements of full rights of-way shall not be required in existing developed areas	Policies C-3 and C-5 were completed with major work towards an Action Transportation Plan. The project includes 4.5 miles Class IV bike facilities, road diets, 6 roundabouts , 3 bike

	where the City determines such improvements are infeasible or undesirable. New development shall be responsible for improving a minimum one-half street along the outer boundaries of each subdivision along subdivision property where street extensions are identified. Other deviations from these standards shall be permitted upon a determination by the City Engineer that safe and adequate public access and circulation are preserved by such deviations.	boxes, 2 high-visibility HAWK signals, lighted stop signs, 102 ADA ramps, 30 pedestrian/street lights and programming for all ages. In addition, Public Works worked on the Salinas Valley Safe Routes to School Program (occurred over the Span of the past 3 years 2022-2025) that heavily reached out to the community to propose safety improvements near schools and throughout the City. Formal adoption of the plan is set to happen in February of 2025.
Traffic Management C-3	The City shall require that roadway rights-of-way be wide enough to accommodate the travel lanes needed to carry long-range forecasted traffic volumes, as well as any planned bikeways and required drainage, utilities, landscaping, and suitable separations.	
Traffic Management C-5	The street system in residential neighborhoods shall provide safe and logical connections to the existing street pattern, and connectivity to the range of complementary land uses within neighborhoods (housing, schools, parks, neighborhood shopping, etc.). The use of multiple collector streets shall be	
Pedestrian Circulation C-27	The City shall complete a continuous network of sidewalks and separated	Public Works engaged in the Front Street Rehabilitation

	pedestrian paths connecting housing areas with major activity centers and with trails leading into City and county open space area	Program, working to improve the Downtown Area.
Transportation Demand Management C-36	Public transit to surrounding communities shall be improved.	In 2024, MST and the City of Soledad implemented the MST circulator bus, providing access to public transportation throughout the entire City.

1					2	3	4	5							6	7	8	9	10
Prior APN+	Current APN	Street Address	Project Name+	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?
Summary Row: Start Data Entry Below								0	0	0	0	0	0	62	62	62	0		
	22191070000	1735 VOSTI AVE (UNIT A)		230289	ADU	R	1/3/2024							1	1	1	0	NONE	No
	22512035000	1196 LA COLINA ST (UNIT A)		230295	ADU	R	1/10/2024							1	1	1	0	NONE	No
	22061027000	1709 Monterey Street (UNIT A)		230106	ADU	R	1/18/2024							1	1	1	0	NONE	No
	22192015000	1568 MUNRAS ST (UNIT A)		230274	ADU	R	1/18/2024							1	1	1	0	NONE	No
	22442043000	1008 SANTA INEZ (UNIT B)		230333	ADU	R	2/1/2024							1	1	1	0	NONE	No
	22043009000	225 FIRST STREET (UNIT A)		230343	ADU	R	2/1/2024							1	1	1	0	NONE	No
	22161034000	449 3RD ST (UNIT A)		230215	ADU	R	2/15/2024							1	1	1	0	NONE	No
	22161035000	459 3RD ST (UNIT A)		230216	ADU	O	2/15/2024							1	1	1	0	NONE	No
	22518043000	525 CALLE VALVERDE	Legacy Homes	240018	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518044000	527 TANKERSLEY ST	Legacy Homes	240019	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518045000	529 TANKERSLEY ST	Legacy Homes	240020	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518046000	531 TANKERSLEY ST	Legacy Homes	240021	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518047000	552 LEGADO DR	Legacy Homes	240022	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518007000	554 TANKERSLEY ST	Legacy Homes	240023	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518006000	556 TANKERSLEY ST	Legacy Homes	240024	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518005000	558 TANKERSLEY ST	Legacy Homes	240025	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22518004000	560 TANKERSLEY ST	Legacy Homes	240026	SFD	O	2/22/2024							1	1	1	0	NONE	No
	22421075000	391 FRANSCIONI STREET (UNIT A)		240071	ADU	R	3/27/2024							1	1	1	0	NONE	No
	22461082000	594 VIEJO GABRIEL (UNIT A)		240068	ADU	R	3/29/2024							1	1	1	0	NONE	No
	22518015000	522 CALLE VALVERDE	Legacy Homes	240035	SFD	O	4/12/2024							1	1	1	0	NONE	No
	22518014000	524 CALLE VALVERDE	Legacy Homes	240036	SFD	O	4/12/2024							1	1	1	0	NONE	No
	22518013000	526 CALLE VALVERDE	Legacy Homes	240037	SFD	O	4/12/2024							1	1	1	0	NONE	No

	22518012000	528 CALLE VALVERDE	Legacy Homes	240038	SFD	O	4/12/2024							1	1	1	0	NONE	No
	22518011000	530 CALLE VALVERDE	Legacy Homes	240039	SFD	O	4/12/2024							1	1	1	0	NONE	No
	22231010000	104 INCA DR (UNIT A)		240106	ADU	R	4/16/2024							1	1	1	0	NONE	No
	22512024000	1108 LA COLINA ST (UNIT A)		240134	ADU	R	5/13/2024							1	1	1	0	NONE	No
	22483065000	965 ENTRADA ST (UNIT A)		240145	ADU	R	5/22/2024							1	1	1	0	NONE	No
	22518021000	510 CALLE VALVERDE	Legacy Homes	230182	SFD	O	5/23/2024							1	1	1	0	NONE	No
	22518020000	512 CALLE VALVERDE	Legacy Homes	230183	SFD	O	5/23/2024							1	1	1	0	NONE	No
	22518019000	514 CALLE VALVERDE	Legacy Homes	230184	SFD	O	5/23/2024							1	1	1	0	NONE	No
	22518018000	516 CALLE VALVERDE	Legacy Homes	230185	SFD	O	5/23/2024							1	1	1	0	NONE	No
	22518017000	518 CALLE VALVERDE	Legacy Homes	230186	SFD	O	5/23/2024							1	1	1	0	NONE	No
	22518016000	520 CALLE VALVERDE	Legacy Homes	230187	SFD	O	5/23/2024							1	1	1	0	NONE	No

Jurisdiction	Selected
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	5th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2

Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units

Project Identifier					Unit Types		Affordability by Household Incomes - Completed Entitlement								Affordability by Household Incomes - Building Permits									Affordability by Household Incomes - Certificates of Occupancy											Streamlining	Infill	Housing with Financial Assistance and/or Deed Restrictions		Housing without Financial Assistance or Deed Restrictions	Term of Affordability or Deed Restriction	Demolished/Destroyed Units			Density Bonus				Notes
1					2	3	4							5	6	7								8	9	10								11	12	13	14	15	16	17	18	19	20			21	22	23	24	25
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+ ,ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units issued Building Permits	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low- Income Deed Restricted	Low- Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Certificates of Occupancy or other forms of readiness (see instructions) Date Issued	# of Units issued Certificates of Occupancy or other forms of readiness	How many of the units were Extremely Low Income?	Please select the state streamlining provision the project was APPROVED pursuant to. (may select multiple)	Infill Units? "P/N"	Assistance Programs for Each Development (may select multiple - see instructions)	Deed Restriction Type (may select multiple - see instructions)	For units affordable without financial assistance or deed restrictions, explain how the locality determined the units were affordable (see instructions)	Term of Affordability or Deed Restriction (years) (if affordable in perpetuity enter 1000)	Number of Demolished/Destroyed Units	Demolished or Destroyed Units	Demolished/Destroyed Units Owner or Renter	Total Density Bonus Applied to the Project (Percentage Increase in Total Allowable Units or Total Maximum Allowable Residential Gross Floor Area)	Number of Other Incentives, Concessions, Waivers, or Other Modifications Given to the Project (Excluding Parking Waivers or Parking Reductions)	List the incentives, concessions, waivers, and modifications (Excluding Parking Waivers or Parking Modifications)	Did the project receive a reduction or waiver of parking standards? ("Y/N)	Notes*
Summary Row: Sum of Data Entry Below							0	0	0	0	0	0	0		0	0	0	0	0	0	0	0	12	0	0	0	0	0	10	0	80		94	4															
	2351802000	519 TOMARR STREET	Legacy Homes	2024016	SFD	O							1	7/20/2035																		12/20/2022					1	2/1/2024		NONE	N											
	2351802700	508 TOMARR STREET	Legacy Homes	2024017	SFD	O							1	7/20/2035																		12/20/2022					1	1/16/2024		NONE	N											
	2351806000	519 TOMARR STREET	Legacy Homes	2024014	SFD	O							1	7/20/2035																		12/20/2022					1	2/1/2024		NONE	N											
	2351798100	520 TOMARR STREET	Legacy Homes	2024018	SFD	O							1	7/20/2035																		12/20/2022					1	4/24/2023		NONE	N											
	2232209000	1000 LEMON STREET UNIT A1		2021066	ADU	R																	1	10/26/2023												1	4/24/2023		NONE	N											
	2351802400	555 TOMARR STREET	Legacy Homes	2024062	SFD	O							1	7/20/2035																		12/20/2022					1	2/7/2024		NONE	N											
	2351803500	543 LEONDO DRIVE	Legacy Homes	2024021	SFD	O							1	7/20/2035																		12/20/2022					1	2/12/2024		NONE	N											
	2231104200	1000 PROPELLER UNIT AL		2024062	ADU	R																	1	4/14/2021												1	3/5/2024		NONE	N											
	2351803500	556 TOMARR STREET	Legacy Homes	2024065	SFD	O							1	7/20/2035																		12/20/2022					1	2/12/2024		NONE	N											
	2351802000	544 TOMARR STREET	Legacy Homes	2024064	SFD	O							1	7/20/2035																		12/20/2022					1	3/21/2024		NONE	N											
	2351803500	556 TOMARR STREET	Legacy Homes	2024063	SFD	O							1	7/20/2035																		12/20/2022					1	4/26/2024		NONE	N											
	2340101400	1000 KEENER AVENUE UNIT A1		2024066	ADU	R																	1	6/16/2023												1	3/26/2024		NONE	N											
	2247101600	703 SKINNER STREET UNIT A1		2024065	ADU	R																	1	4/11/2023												1	3/26/2024		NONE	N											
	2219201000	1000 KENDALL STREET UNIT A1		2022074	ADU	R																	1	1/18/2024												1	4/4/2024		NONE	N											
	2351802600	557 TOMARR ST	Legacy Homes	2024066	SFD	O							1	7/20/2035																		12/20/2022					1	4/8/2024		NONE	N											
	2366102600	177 HEGBERT STREET UNIT A1		2020069	ADU	R																	1	3/28/2023												1	4/19/2024		NONE	N											
	2351102600	1094 SAN RAFAEL UNIT A1		2021133	ADU	R																	1	10/5/2023												1	4/24/2024		NONE	N											
	2229205000	450 TIBURON STREET UNIT A1		2022078	ADU	R																	1	10/19/2023												1	4/24/2024		NONE	N											
	2351805100	549 LEONDO DRIVE	Legacy Homes	2024062	SFD	O							1	7/20/2035																		7/13/2023					1	5/1/2024		NONE	N											
	2351804000	559 LEONDO DRIVE	Legacy Homes	2024061	SFD	O							1	7/20/2035																		7/13/2023					1	5/1/2024		NONE	N											
	2351803500	560 LEONDO DRIVE	Legacy Homes	2024060	SFD	O							1	7/20/2035																		7/13/2023					1	5/1/2024		NONE	N											
	2351804000	538 LEONDO DRIVE	Legacy Homes	2024019	SFD	O							1	7/20/2035																		7/13/2023					1	5/3/2024		NONE	N											
	2351803000	540 LEONDO DRIVE	Legacy Homes	2024020	SFD	O							1	7/20/2035																		7/13/2023					1	5/6/2024		NONE	N											
	2366101500	1000 PALM AVENUE UNIT A1		2023066	ADU	R																	1	12/7/2023												1	5/7/2024		NONE	N											
	2352302000	726 Golden St	Las Viviendas	2023012	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352302000	736 Golden St	Las Viviendas	2023012	2 to 4	O					1			1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352302000	734 Golden St	Las Viviendas	2023012	2 to 4	O						1		1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352302000	716 Golden St	Las Viviendas	2023012	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352303000	716 Golden St	Las Viviendas	2023013	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352303000	726 Golden St	Las Viviendas	2023013	2 to 4	O					1			1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352303500	722 Golden St	Las Viviendas	2023013	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352305100	817 Mora Cir	Las Viviendas	2023014	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352305600	819 Mora Cir	Las Viviendas	2023014	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352301900	800 Mora Cir	Las Viviendas	2023014	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352303900	821 Mora Cir	Las Viviendas	2023014	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352307500	809 Mora Cir	Las Viviendas	2023015	2 to 4	O					1			1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352308500	811 Mora Cir	Las Viviendas	2023015	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352309600	813 Mora Cir	Las Viviendas	2023015	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2352310400	815 Mora Cir	Las Viviendas	2023015	2 to 4	O							1	1/30/2019																		7/22/2022					1	5/15/2024		NONE	N											
	2351803500	549 LEONDO DRIVE	Legacy Homes	2024023	SFD	O							1	7/20/2035																		7/13/2023					1	5/15/2024		NONE	N											
	2351804000	543 CALLE VALVERDE	Legacy Homes	2024024	SFD	O							1	7/20/2035																		12/7/2023					1	5/6/2024		NONE	N											
	2351803900	547 CALLE VALVERDE	Legacy Homes	2024062	SFD	O							1	7/20/2035																		12/7/2023					1	6/11/2024		NONE	N											
	2219107500	1734 VOGT AVENUE UNIT A1		2023069	ADU	R																	1	1/3/2024												1	6/26/2024		NONE	N											
	2219020300	1740 VOGT AVENUE UNIT A1		2023068	ADU	R																	1	7/12/2023												1	7/1/2024		NONE	N											
	2351802700	513 CALLE VALVERDE	Legacy Homes	2023065	SFD	O							1	7/20/2035																		12/7/2023					1	7/2/2024		NONE	N											
	2366104600	564 VELO GABRIEL UNIT A1		2023068	ADU	R																	1	2/26/2024												1	7/2/2024		NONE	N											
	2351802600	517 CALLE VALVERDE	Legacy Homes	2023059	SFD	O							1	7/20/2035																		12/7/2023					1	7/10/2024		NONE	N											
	2351803600	521 CALLE VALVERDE	Legacy Homes	2023061	SFD	O							1	7/20/2035																		12/7/2023					1	7/10/2024		NONE	N											
	2204303400	555 FIRST STREET UNIT A1		2023063	ADU	R																	1	2/1/2024												1	7/19/2024		NONE	N											
	2351804000	518 CALLE VALVERDE	Legacy Homes	2023053	SFD	O							1	7/20/2035																		12/7/2023					1	7/24/2024		NONE	N											
	2351804100	531 CALLE VALVERDE	Legacy Homes	2023060	SFD	O							1	7/20/2035																		12/7/2023					1	7/24/2024		NONE	N											
	2352302000	726 Golden St	Las Viviendas	2023012	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352305100	801 Mora Cir	Las Viviendas	2023026	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352305400	805 Mora Cir	Las Viviendas	2023026	2 to 4	O					1			1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352305500	807 Mora Cir	Las Viviendas	2023026	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352306600	799 Mora Cir	Las Viviendas	2023026	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352302000	752 Mora Cir	Las Viviendas	2023026	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352302000	746 Golden St	Las Viviendas	2023026	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2352302700	746 Golden St	Las Viviendas	2023028	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/2/2024		NONE	N											
	2366102700	1000 MONTEVIDEO UNIT A1		2021166	ADU	R																	1	2/7/2024												1	8/5/2024		NONE	N											
	2364204700	1008 SANTA INEZ UNIT A1		2023033	ADU	R																	1	1/16/2024												1	8/6/2024		NONE	N											
	2206102300	214 F St 214 STREET UNIT A1		2023059	ADU	R																	1	2/1/2024												1	8/13/2024		NONE	N											
	2202303600	213 EAST STREET UNIT A1		2023067	ADU	R																	1	4/26/2023												1	8/19/2024		NONE	N											
	2203303000	1164 MADERA STREET UNIT A1		2021160	ADU	R																	1	10/16/2023												1	8/27/2024		NONE	N											
	2351803600	878 Vasquez	Las Viviendas	2023029	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/29/2024		NONE	N											
	2352305600	830 Vasquez	Las Viviendas	2023029	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/29/2024		NONE	N											
	2352303200	808 Vasquez	Las Viviendas	2023030	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/29/2024		NONE	N											
	2351804500	812 Vasquez	Las Viviendas	2023046	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/29/2024		NONE	N											
	2352107300	391 FRANCISCAN DRIVE UNIT A1		2023071	ADU	R																	1	3/27/2024												1	8/30/2024		NONE	N											
	2352307500	800 Vasquez	Las Viviendas	2023027	2 to 4	O							1	1/30/2019																		7/22/2022					1	8/5/2024		NONE	N											
	2352305200	806 Vasquez	Las Viviendas	2023027	2 to 4	O					1			1/30/2019																		7/22/2022					1	8/5/2024		NONE	N											
	2215109400	1098 MEYERING UNIT A1		2021157	ADU	R																	1	8/16/2023												1	8/17/2024		NONE	N											
	2211509600	860 SERPICO	Legacy Homes	2023022	SFD	O							1	7/20/2035																		2/22/2024					1	8/24/2024		NONE	N											
	2351803500	556 TANKERSLEY ST	Legacy Homes	2023025	SFD	O							1	7/20/2035																		2/22/2024					1	8/24/2024		NONE	N											
	2351804000	560 TANKERSLEY ST	Legacy Homes	2023026	SFD	O							1	7/20/2035																		2/22/2024					1	8/24/2024		NONE	N											
	2206304600	623 TERRA AVENUE UNIT A1		2023069	ADU	R																	1	8/4/2024												1	8/24/2024		NONE	N											
	2351804500	525 CALLE VALVERDE	Legacy Homes	2023031	SFD	O							1	7/20/2035																		2/22/2024					1	8/26/2024		NONE	N											
	2351804500	547 TANKERSLEY ST	Legacy Homes	2023019	SFD	O							1	7/20/2035																		2/22/2024					1	8/26/2024		NONE	N											
	2351803600	536 TANKERSLEY ST	Legacy Homes	2023024	SFD	O							1	7/20/2035																		2/22/2024					1	8/26/2024		NONE	N											
	2351203500	1101 LA COLINA STREET UNIT A1		2023056	ADU	R																	1	1/16/2024												1	8/30/2024		NONE	N											
	2351803600	537 TANKERSLEY ST	Legacy Homes	2023021	SFD	O							1	7/20/2035																		2/22/2024					1	10/9/2024		NONE	N											
	2361101400	391 BRITTLEBUSH ST UNIT A1		2023177	ADU	R																	1	7/19/2024												1	10/14/2024		NONE	N											
	2351801200	528 CALLE VALVERDE	Legacy Homes	2023038	SFD	O							1	7/20/2035																		2/22/2024					1	10/23/2024		NONE	N											
	2351801100	532 CALLE VALVERDE	Legacy Homes	2023039	SFD	O							1	7/20/2035																		2/22/2024					1	10/23/2024		NONE	N											
	2351224500	1109 LA COLINA STREET UNIT A1		2021134	ADU	R																	1	6/13/2024												1	10/28/2024		NONE	N											
	2351801000	522 CALLE VALVERDE	Legacy Homes	2023035	SFD	O							1	7/20/2035																		2/22/2024					1	10/28/2024		NONE	N											
	2351801300	536 CALLE VALVERDE	Legacy Homes	2023037	SFD	O							1	7/20/2035																		2/22/2024					1	10/29/2024		NONE	N											
	2351801700	518 CALLE VALVERDE	Legacy Homes	2023040	SFD	O							1	7/20/2035																		12/7/2023					1	11/14/2024		NONE	N											
	2351801900	544 CALLE VALVERDE	Legacy Homes	2023155	SFD	O							1	7/20/2035																		12/7/2023					1	11/18/2024		NONE	N											
	2351803700	544 TANKERSLEY ST	Legacy Homes	2405023	SFD	O							1	7/20/2035																		2/22/2024					1	11/18/2024		NONE	N											
	2351801900	514 CALLE VALVERDE	Legacy Homes	2023164	SFD	O							1	7/20/2035																		12/7/2023					1	11/19/2024		NONE	N											
	2351802000	510 CALLE VALVERDE	Legacy Homes	2023165	SFD	O							1	7/20/2035																		12/7/2023					1	11/25/2024		NONE	N											
	2351803500	549 TANKERSLEY ST	Legacy Homes	2405025	SFD	O							1	7/20/2035																		2/22/2024					1	11/25/2024		NONE	N											
	2351801500	518 CALLE VALVERDE	Legacy Homes	2023182	SFD	O							1	7/20/2035																		12/7/2023					1	11/27/2024		NONE	N											
	2366102600	745 LOPEZ UNIT A1		2402067	ADU	R																	1	8/23/2024												1	12/26/2024		NONE	N											

Planning Period	6th Cycle	12/15/2023 - 12/15/2031

Table B
Regional Housing Needs Allocation Progress
Permitted Units Issued by Affordability

Income Level		1 RHNA Allocation by Income Level	Projection Period Projection Period - 06/30/2023-12/14/2023	2 2023	2024	2025	2026	2027	2028	2029	2030	2031	3 Total Units to Date (all years)	4 Total Remaining RHNA by Income Level
Very Low	Deed Restricted	100	-	-	-	-	-	-	-	-	-	-	-	100
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Low	Deed Restricted	65	-	-	-	-	-	-	-	-	-	-	-	65
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Moderate	Deed Restricted	183	-	-	-	-	-	-	-	-	-	-	-	183
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-		
Above Moderate		376	-	-	12	-	-	-	-	-	-	-	12	364
Total RHNA		724												
Total Units			-	-	12	-	-	-	-	-	-	-	12	712

Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).

	5 Extremely low-Income Need		2023	2024	2025	2026	2027	2028	2029	2030	2031	6 Total Units to Date	7 Total Units Remaining
Extremely Low-Income Units*	50		-	-	-	-	-	-	-	-	-	-	50

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

VLI Deed Restricted
VLI Non Deed Restricted
LI Deed Restricted
LI Non Deed Restricted
MI Deed Restricted
MI Non Deed Restricted
Above Mod Income

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Jurisdiction	Soledad	
Reporting Year	2024	(Jan. 1 - Dec. 31)

Table D

Program Implementation Status pursuant to GC Section 65583

Housing Programs Progress Report

Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.

1	2	3	4
Name of Program	**Objective**	**Timeframe in H.E**	**Status of Program Implementation**
H-1 Adequate Sites	The City of Soledad shall ensure the availability of adequate vacant and underutilized land to meet the City's housing need, as identified by AMBAG, both within the existing city boundaries and in newly annexed areas proposed for development. This land shall be suitably zoned and prepared for residential development and/or redevelopment	Ongoing	In 2024, the City of Soledad purchased 4.6 acres at 540 Gabilan. In 2025, the City will issue a Request for Proposals (RFP) to identify a non-profit developer capable of constructing up to 100 affordable housing units.
H-2 New Development & Redevelopment	The City will o promote the development of a variety of housing types, particularly affordable housing on both vacant and underutilized sites	Ongoing	The City has adopted ADU's pre-approved plans. In 2024 the City issued 41 building permits and 25 certificates of occupancy to newly contructed ADUs.
H-3 Housing Oppotunities for all	Provide housing opportunities for all segments of the community to meet current and future need	Ongoing	In 2024, the City was awarded the Encampment Resolution Funds Round 3 (ERF-3) in collaboration with the county. The City received 2.1 million and hired a new FTE Homeless Outreach Coordinator to assist in resolving the homeless encampment. The City will also build a temporary interim shelter with supportive services to transition participants to traditional housing. In 2024, the City Council directed city staff to allocate $200,000 from CDBG Program Income to re-establish a First-Time HomeBuyer Program downpayment assistance in 2025.
H-5 Removal of Constraints	The City will identify and address constraints that hinder a jurisdiction from meeting its housing needs, including governmental and nongovernmental constraints and excessive utility costs	2024	The City amended made the following amendments to the zoning code in 2024: 1. Parking standards for emergency shelters in compliance with Government Code Section 65583(a)(4)(A)(ii)) 2. Removed the requirement that emergency shelters be more than 300 feet from another similar program
H-5 Removal of Constraints	Streamline affordable housing production	2023	The City amended its inclusionary housing requirements to allow market-rate developers to partner with non-profit developers to fulfill the Inclusionary Housing Ordinance. In 2024, the City has received two applications from developers: Almond Acres – 67 units: Market-rate developer to produce 55 single-family dwellings (SFD). Non-profit partner, CHISPA, to produce 12 affordable multi-family dwellings (MFD). Parcel E Santa Clara – 144 units: Market-rate developer to produce 104 SFD.
H-5 Removal of Constraints	Secure additional sources of funding to subsidize affordable housing development	Ongoing	In 2024 the City submitted an application for the ProHousing Designation Program. The City expects to be awarded the ProHousing Designation in 2025 to become elegible for the HCD ProHousing Incentive Pilot Program. The City intends to use these funds as gap financing for affordable housing projects

RESOLUTION NO. 2025-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF SOLEDAD RECOMMENDING THAT THE CITY COUNCIL APPROVE AND ACCEPT THE 2024 GENERAL PLAN AND HOUSING ANNUAL PROGRESS REPORTS AND AUTHORIZE ITS SUBMITTAL TO THE STATE OF CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH

WHEREAS, the City of Soledad (City) adopted the General Plan in 2005 and the Housing Element in 2024; and

WHEREAS, *Section 65400 (a) (2) of the California Government Code* requires the City to provide an annual report addressing the status of the General Plan progress made toward implementing its goals and policies to the Governor's Office of Planning and Research (OPR); and

WHEREAS, *Section 65400 of the California Government Code* requires the City to provide an annual report on the jurisdiction's status and progress in implementing its housing element using forms and definitions adopted by the California Department of Housing and Community Development (HCD)

WHEREAS, Staff has prepared the General Plan Annual Progress Report for the calendar year 2024 (GP APR) and Housing Element Annual Progress Report (HE APR) as stated pursuant to Gov Code 65400 et seq for submission to the HCD and OPR by April 1, 2025; and

NOW, THEREFORE, BE IT RESOLVED the Planning Commission of the City of Soledad recommended approval for the 2024 General Plan Annual Progress Report and Housing Element Annual Progress Report on February 20, 2025, during a Special Meeting hereby accurately reflecting the City's progress in implementing the 2005 General Plan and the 2024 Housing Element; and

BE IT FURTHER RESOLVED that the Planning Commission of the City of Soledad accepts the 2024 General Plan Annual Progress Report provided as **Exhibit "A"** and the 2024 Housing Element Annual Progress Report provided as **Exhibit "B"** and authorize staff to forward the report to the State Department of Housing and Community Development pursuant to Government Code Section 65400(2).

PASSED AND ADOPTED by the Planning Commission of the City of Soledad at a special meeting duly held on the 20th day of February 2025 by the following vote:

AYES, and in favor thereof, Commission Members: Sergio Diaz, Sandy Perez, Roberto Cruz, Lorenzo Sanchez

NOES, Commission Members:

ABSENT, Commission Members: Josie Perez-Aguilera

ABSTAIN, Commission Members:

Sergio Diaz (Feb 24, 2025 08:12 PST)

SERGIO DIAZ, Co-Chair

ATTEST:

Beatriz Trujillo

BEATRIZ TRUJILLO,
Acting Community and Economic Development Director

RESOLUTION NO. 2025-01

Final Audit Report 2025-02-24

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