

# City of Salinas

200 Lincoln Ave., Salinas, CA 93901

[www.cityofsalinas.org](http://www.cityofsalinas.org)



## Meeting Agenda - Final

Tuesday, June 3, 2025

4:00 PM

**SALINAS ROTUNDA**

### City Council

*Mayor Dennis Donohue*

*Councilmembers:*

*Jose Luis Barajas, District 1 - Tony Barrera, District 2  
Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4  
Andrew Sandoval, District 5 - Aurelio Salazar, District 6*

*Rene Mendez, City Manager*

*Christopher A. Callihan, City Attorney*

*City Clerk's Office: (831) 758-7381*

**ZOOM WEBINAR PARTICIPATION**

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**PLEDGE OF ALLEGIANCE****ROLL CALL****NEW EMPLOYEE WELCOME AND INTRODUCTIONS****CITY OF CHAMPIONS**

Paper Tacos

**PUBLIC COMMENT PROCEDURES**

*If you wish to make a general public comment or comment on a specific agenda item, you are encouraged to attend the City Council meeting in person. Public comment may also be submitted via email at [PublicComment@ci.salinas.ca.us](mailto:PublicComment@ci.salinas.ca.us) and will be entered into the record. Public comments generally are limited to two minutes per speaker; the Mayor may further limit the time for public comments depending on the agenda schedule.*

**GENERAL PUBLIC COMMENTS**

*Receive public communications on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consideration, Public Hearing items, and the Consent Agenda should be held until the items are reached.*

**CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT**

*Government Code § 84308. Parties to any proceeding involving a license, permit or other entitlement for use pending before the City Council must disclose any campaign contributions over \$500 (aggregated) within the preceding 12 months made by the party, their agent, and those required to be aggregated with their contributions under Government Code § 82015.5. The disclosure must include the amount contributed and the name(s) of the contributor(s).*

**ADMINISTRATIVE REPORTS**[ID#25-154](#)**Street Sweeping Route Revisions and Initial Signage Program Update**

**Recommendation:** No action required. Receive report on new street sweeping routes and initial signage program.

**CONSENT AGENDA**

*Matters listed under the Consent Agenda may be enacted by one motion unless a member of the Council requests a separate vote or discuss. Members of the public may comment on the Consent Agenda items collectively during their public comment.*

[ID#25-068](#)**Fiscal Year 2025-26 Assessment and Maintenance District Levies  
Transmittal to the Monterey County Tax Collector**

**Recommendation:** Approve a Resolution authorizing staff to transmit to the Tax Collector's office of the County of Monterey the annual levies for assessment and maintenance district fees and charges and agreeing to indemnify and defend Monterey County with respect to challenges to the levy on the City's behalf.

[ID#25-151](#)**SB 1 Road Repair and Accountability Act - FY 2025/26 Projects**

**Recommendation:** Approve a Resolution adopting a list of projects for Fiscal Year 2025-26 funded by SB 1: The Road Repair and Accountability Act of 2017.

[ID#25-185](#)**Salinas City Center Improvement Association 2024 Annual Report**

**Recommendation:** Approve a Resolution accepting and approving the Salinas City Center Improvement Association (SCCIA) 2024 Annual Report.

[ID#25-195](#)**Rejection of Bids for Chinatown Navigation Center Building Improvement,  
CIP No. 9125**

**Recommendation:** Approve a Resolution rejecting all bids received for the Chinatown Navigation Center Building Improvement, CIP No. 9125.

[ID#25-197](#)**Establish Disadvantaged Business Enterprise (DBE) Program and DBE Goal  
of 6.7% for Federal Fiscal Years 2025-2027**

**Recommendation:** Approve a Resolution establishing the Disadvantaged Business Enterprise (DBE) Program and three-year DBE participation goal of 6.7% for Federal Fiscal Years 2025-2027.

**CONSIDERATION**[ID#25-188](#)**Consider adopting an ordinance repealing Ordinance No. 2663 (Residential Rental Registration), Ordinance No. 2681 (Rent Stabilization), Ordinance No. 2682 (Tenant Protection and Just Cause Eviction), and Ordinance No. 2683 (Tenant Anti-Harassment)**

**Recommendation:** Consider adopting an ordinance repealing Ordinance No. 2663, Residential Rental Registration; Ordinance No. 2681, Rent Stabilization; Ordinance No. 2682, Tenant Protection and Just Cause Eviction; and Ordinance No. 2683, Tenant Anti-Harassment.

*2nd Reading*

**COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS**

*Receive communication from Councilmembers on reports, appointments and future agenda items. Councilmember comments are generally limited to three minutes.*

**ADJOURNMENT**

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**Alexis Mejia, Assistant City Clerk**

**AGENDA MATERIAL / ADDENDUM**

*Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings and in accordance with Californian Government Code Section 54954.2 and 54956. City Council agenda reports and other writings distributed to the legislative body may be viewed at the Salinas City Clerk's Office, 200 Lincoln Avenue, Salinas, and are posted on the City's website at [www.cityofsalinas.org](http://www.cityofsalinas.org) in accordance with California Government Code section 54597.5. The City Council may take action that is different than the proposed action reflected on the agenda.*

*Disability-related modification or accommodation, including auxiliary aids or services, may be requested by any person with a disability who requires a modification or accommodation in order to participate in the meeting. Language interpretation may be requested as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Requests should be referred to the City Clerk's Office At 200 Lincoln Avenue, Salinas, 758-7381, as soon as possible but by no later than 5 p.m. of the last business day prior to the meeting. Hearing impaired or TTY/TDD text telephone users may contact the city by dialing 711 for the California Relay Service (CRS) or by telephoning any other service providers' CRS telephone number.*

**PUBLIC NOTIFICATION**

*This agenda was posted on May 30, 2025 in the Salinas Rotunda and City's website.*

*Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx>, televised live on Comcast Channel 25 and on <http://www.youtube.com/thesalinaschannel> at 4:00 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on Friday, Saturday, Monday and Wednesday following the meeting. For the most up-to-date Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/SalinasChannel25>. All past City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.*





# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-154, **Version:** 1

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### **Street Sweeping Route Revisions and Initial Signage Program Update**

No action required. Receive report on new street sweeping routes and initial signage program.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** MAY 13, 2025

**DEPARTMENT:** PUBLIC WORKS

**FROM:** DAVID JACOBS, DIRECTOR

**BY:** HEIDI NIGGEMEYER, NPDES PROGRAM MANAGER

**TITLE:** UPDATE ON NEW STREET SWEEPING ROUTES AND PARKING RESTRICTIONS/SIGNAGE TO IMPROVE STREET SWEEPING EFFECTIVENESS

**RECOMMENDED MOTION:**

No action is required. This is an administrative update.

**EXECUTIVE SUMMARY:**

The City is required to revise and implement an effective street sweeping program via parking restrictions to be in compliance with its National Pollutant Discharge Elimination System (NPDES) stormwater permit issued in 2019. The City's current street sweeping routes were introduced in 2012, sweeping both sides of the street on the same day; street sweeping could be significantly more effective at removing debris by revising routes to sweep opposite curb sides on different days and including parking restrictions on high and medium priority streets to ensure the sweeper has full curb access to remove debris. Comprehensive road condition and curb access data was collected across the City to identify key considerations for route revisions and designating areas to initial No Parking signage. New street sweeping routes were designed and tested by City maintenance staff, and certain routes were selected for parking restrictions based on data collected to date. The costs to install No Parking signage in the initial area and purchase equipment and software for the routing program were paid for via ARPA funds. To ensure the City maintains compliance with the NPDES permit, staff recommended that City Council approve the new street sweeping routes and installation of parking restrictions in the initial chosen area, and appropriate funds for the required signage, sweeper software, and equipment.

**BACKGROUND:**

Street sweeping is an effective method to reduce trash, debris and other pollutants from reaching local waterways. As such, the past two NPDES stormwater permits have mandated the City of Salinas to enhance its street sweeping program to optimize pollutant removal from streets (2019 Order R3-2019-0073, 2012 Order R3-2012-0005). Currently the street sweeping program has 30 unique routes and sweeps all City-maintained streets at least twice a month, with two routes on heavily trafficked commercial roads swept weekly. However, the current routes sweep both sides

of the street on the same day, often resulting in the sweeper just driving down the middle of the street due to parked cars. Already in the 2025 permit reporting year (Oct 24 – April 25), street sweepers have removed more than 1,100 tons of debris from City streets. Although the current practices remove considerable debris from Salinas streets, the sweeping effectiveness can be significantly improved by revising the routes to sweep on alternate days and increasing curb access where pollutants and trash accumulate. The 2019 NPDES permit mandates the City to improve its overall street sweeping effectiveness by implementing parking restrictions on high and medium priority streets to ensure the sweeper has full access to the curb. Per the current NPDES Permit (Section M.6.c.ii):

*“Parking restrictions – By the end of Year 3, the Permittee shall revise and commence implementation of its parking restriction strategy, including parking restrictions and public outreach, to ensure that street sweepers can access and sweep gutters for all High and Medium Priority streets and to increase the effectiveness of sweeping operations for the entire roadway width. By the end of Year 5, the Permittee shall complete implementation of the revised parking restrictions.”*

Beginning in 2017, City staff and street sweeper operators implemented several studies to collect road debris and curb access data across all existing streets. Data collected in these efforts illustrated areas in greatest need of parking restrictions based on two criteria: poor curb access and high rates of road debris accumulation at the curb. City streets were prioritized based on these criteria. The data collected was entered into 2NForm, our stormwater information system, and this data was mapped to geospatially show the areas where the high priority streets are located (see slides 13-15 in presentation). Those with the worst curb access and high trash accumulation rate at the curb were rated as High Priority (darker colored streets). The remaining streets were ranked according to the same criteria to determine Medium and Low Priority streets. In Year 5 (2023/2024), we began revision of street sweeping routes and community outreach regarding the upcoming changes to the street sweeping routes and potential No Parking signage. We are now in Year 6 of our permit (2024/2025) and are implementing No Parking signage in an initial high priority area. A community engagement effort addressing street sweeping signage in the Monte Bella community in 2022 showed residents wished to spread the parking restrictions over a two-day period to accommodate moving of vehicles to the opposite side of the street on the designated street sweeping day. The City, therefore, redesigned its current routes to sweep opposite curb sides on different days to meet the NPDES sweeping effectiveness requirement with minimized impact to residents.

Our Stormwater Analyst designed new routes using RouteSmart software. The software facilitates efficient and geographically balanced route development, servicing opposite curbs on different days. In total, the redesigned routes include 22 unique routes that maintain the same sweeping frequency on all roads that are currently swept (Attachment 1). All routes have been test-driven by Public Works staff and have been modified to address any issues with route modeling to ensure routes minimize cross traffic left turns and provide safe U-turns.

As instructed by the 2019 NPDES permit, parking restrictions must be implemented on high priority routes by Year 5. The City is behind in meeting the parking restriction timeline because the City has invested in data collection and public outreach to successfully roll out the new street

sweeping program with parking restrictions and route signage requires a significant monetary resources. A CIP has been set up to facilitate the signage of a new high priority route each fiscal year. The City has utilized the best available data to select an initial area to implement parking restrictions. Data collected to date illustrates areas in greatest need of parking restrictions based on two criteria: poor curb access and high rates of road debris accumulation. City staff selected an east Alisal neighborhood, where data show curb access is low and road debris is high, for an initial effort to implement parking restrictions (Attachment 2). The designated signage area will allow staff to observe the effectiveness of the program on water quality by collecting samples at an existing monitoring outfall in the drainage area.

Costs to sign the initial routes were estimated by the City’s traffic division. An RFQ process was utilized to obtain a contractor to fabricate and install the signage. No Parking signs are being placed a minimum of 200 feet apart in the initial area to notify motorists of the street sweeping schedule. The Monte Bella neighborhood included in the initial routes is already signed with parking restrictions, reducing the number of signs needed to be installed and the overall cost of implementation. The fabrication and installation of the No Parking signage and street sweeper electronic equipment cost approximately \$600,000. ARPA funds were used to pay for this effort.

The City began a public outreach effort about the revised street sweeping program. Beginning in 2023, City staff attended tabling events, created social media content and blogs about the importance of street sweeping, and conducted door knocking in District 2 near Closter Park (located in the initial signage area). The tables below summarize the three outreach phases, and the digital and in person outreach events conducted to date since the street sweeping outreach program’s inception (January 2023 through March 31, 2025). Additional statistics are provided in Attachment 3.

Street Sweeping Program Outreach and Education Phases

Phase I	Phase II	Phase III
2023 – Completed	2024 – Completed	2025 – In Progress
Convene, Collaborate, and Capacity Building for Citywide Education and Engagement	Educate and Motivate through Citywide Education and Engagement Campaign	Deploy and Activate Targeted Outreach and Engagement in Affected Neighborhoods

### Street Sweeping Program Digital and Analog Media Engagement (January 2023 – March 2025)

Activity	Description	Reach/Rate/Rank
Social Media Posts	Designed and published 70+ social media posts	341,631 impressions
Social Media Engagement Rate	Engagement rate measures content resonance with audience (industry average: 1.15% - 3.0)	5.2%
Website Content	Created street sweeping content and 12 blog articles and posted to cleanwatersalinas.com (tracking began January 2024 – March 2025)	8,586 page views
Website Statistics	Street sweeping page rank on the cleanwatersalinas.com (Google Analytics as of March 31, 2025)	1st
Survey Form	Digital/paper forms to collect cell phone numbers at in-person events for City alerts about street sweeping	326 sign ups
Other Collateral	Bilingual educational flyers, 30 and 60 second public service announcement video, postcards.	~2229 people
Mailer	Postcard w/initial signage routes sent to residents in signage area	~4,200 people
Earned Media	Media features on street sweeping campaign kickoff (KSBW and KION) and Clean Water Salinas at Ciclovía (Univision 2x), La Paz Park Clean Up (Monterey County Weekly)	5 features

### Street Sweeping Program Direct Public Outreach Engagement (January 2023 – March 2025)

Activity	Description	Contact Information Collected	Reach
Kickoff Event at Closter Park (June 2023)	Salinas Streets Shine Together Campaign Kickoff with tabling	12	~100 booth visitors
Community Clean-up at La Paz Park (September 2023)	Clean-up and tabling event	40	~100 booth visitors
Ciclovía (October 2023)	Tabled at community event	115	~500 booth visitors
150th Anniversary Celebration (April 2024)	Tabled at community event	25	~100 booth visitors
Door Knocking (July 2024)	Door to door knocking in City Council District 2	45	~80 in-person conversations

Activity	Description	Contact Information Collected	Reach
El Grito Parade and Festival 2-Day Event (September 2024)	Conducted outreach along parade route (Day 1) and face-to-face outreach at event (Day 2)	30	~1,100
Ciclovia (October 2024)	Tabled at annual event	59	~250

Street Sweeping Program Community-Based Organizations/Key Stakeholder Engagement  
(January 2023 – March 2025)

Organizations
Building Health Communities Center for Community Action Centro Binacional para el Desarrollo Indígena Oaxaqueño Ecology Action La Cooperativa Campesina de California MILPA Collective Monterey County Farm Bureau Mujeres en Acción United Farm Workers Assembly Speaker Robert Rivas' District Staff State Senator Anna Caballero's District Staff State Senator John Laird and District Staff Monterey County Supervisor Luis Alejo  <i>*Outreach to expand to local schools, churches, and other key stakeholders located in affected area in 2025.</i>

On September 12, 2024, the Traffic & Transportation Commission unanimously recommended the City Council approve the new street sweeping routes, the initial routes for signage, and the appropriation of ARPA funds to fabricate and install signs per the Sign Plan provided by the Traffic Division – Public Works. With Council approval of the new sweeping routes and the initial signage routes on October 8, 2024 (Attachments 1 & 2), the City deployed a targeted outreach and engagement effort in the affected neighborhoods. Outreach efforts notified residents of the new parking restrictions and new sweeping routes with fliers and a coordinated notification system sending text messages directly to subscribed residents. Outreach is also being performed via social media and the CleanWaterSalinas website (Attachment 3).

In addition, Public Works is coordinating with the Salinas Police Department to prepare for the start of these new routes. This includes increasing abandoned vehicle enforcement along the new route and the development of a warning citation to be issued in the first months of the new route.

The warning citation will give the community a grace period to adjust to the new route. The increased abandoned vehicle enforcement will provide improved access to the curbs for the street sweepers.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1(c)) because the actions consist of minor alterations of existing City streets via signage.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No

STRATEGIC PLAN INITIATIVE:

The proposed project and agreement meet the City Council's Strategic Plan Initiative of Infrastructure and Environmental Sustainability. Redesigned street sweeping routes and No Parking signs will improve the condition of local streets and utilize modern techniques to build climate resilience. A strategic street sweeping program supports this initiative by removing debris and pollution thereby improving the street appearance as well as improving water quality and reducing flood risk.

DEPARTMENTAL COORDINATION:

Public Works advanced this project through coordination with Traffic and Parking Enforcement with additional input from Public Relations to ensure that the public is engaged. Parking enforcement is provided in coordination with a parking enforcement contractor (LAZ) for warning tickets/citations and the Police Department for all potential towing issues.

FISCAL AND SUSTAINABILITY IMPACT:

The total estimated cost for the implementation of the signage program was \$600,000 to pay for the fabrication and installation of No Parking signs within the affected neighborhoods, as well as software to revise routes and navigation equipment needed for the street sweepers. The expenses were paid from ARPA funds appropriated to the Green Infrastructure Project (3911.50.8192) in Public Works.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
n/a	n/a	n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

City Council Presentation- Street Sweeping Route Revisions and Initial Signage Program Update  
Attachment 1 – Redesigned City Sweeping Routes

Attachment 2 – Initial Signage Routes

Attachment 3 – 2023-25 Street Sweeping Education Outreach Campaign Stats



## Attachment 1: Redesigned street sweeping routes

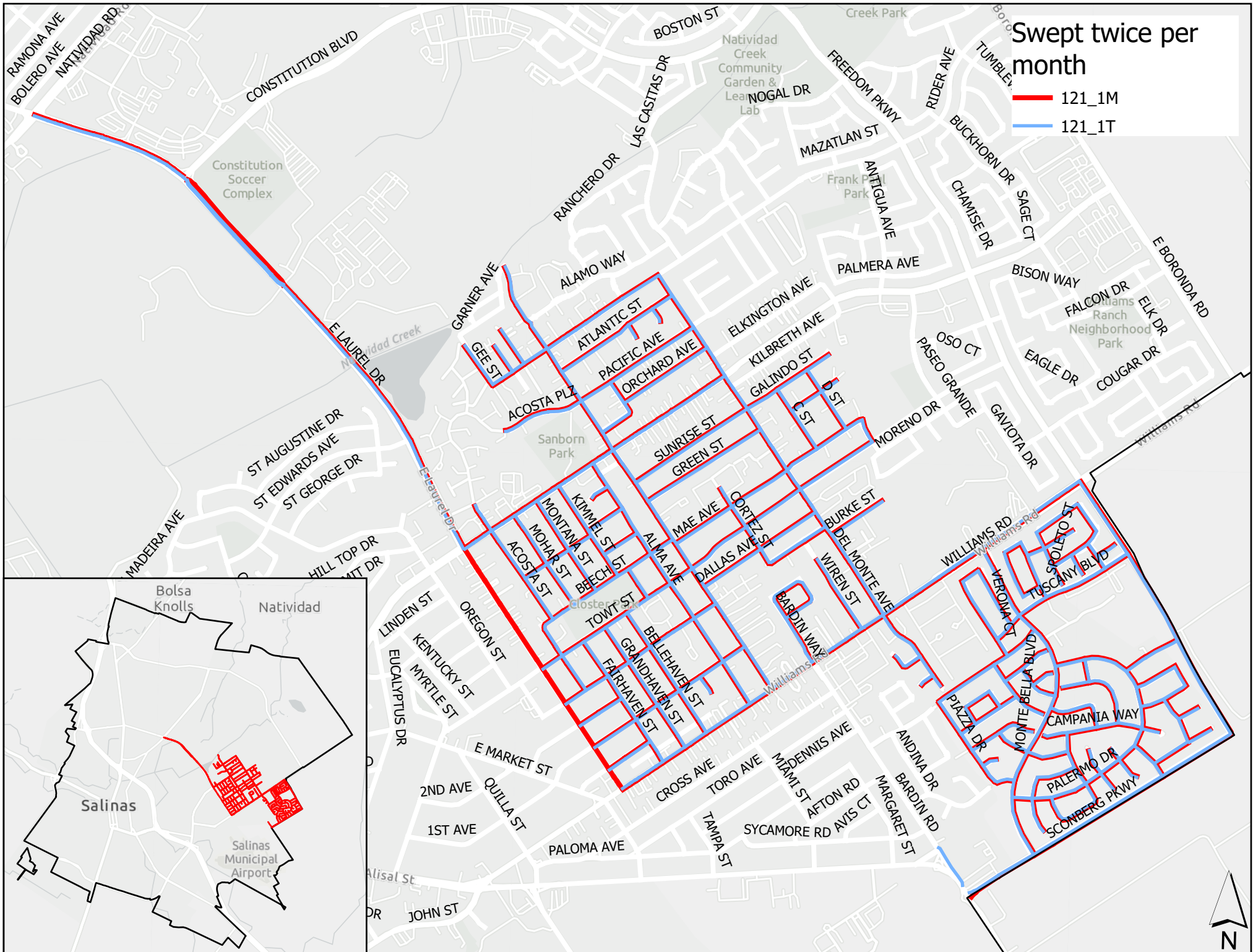
Summary table with of redesigned route ID and sweeping day

Route ID	Sweeping Day	Frequency
121_1M	1 <sup>st</sup> and 3 <sup>rd</sup> Monday	Twice per month
121_1T	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday	Twice per month
122_1M	1 <sup>st</sup> and 3 <sup>rd</sup> Monday	Twice per month
122_1T	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday	Twice per month
123_1M	1 <sup>st</sup> and 3 <sup>rd</sup> Monday	Twice per month
123_1T	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday	Twice per month
124_2M	2 <sup>nd</sup> and 4 <sup>th</sup> Monday	Twice per month
124_2T	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday	Twice per month
125_2M	2 <sup>nd</sup> and 4 <sup>th</sup> Monday	Twice per month
125_2T	2 <sup>nd</sup> and 4 <sup>th</sup> Tuesday	Twice per month
341_1W	1 <sup>st</sup> and 3 <sup>rd</sup> Wednesday	Twice per month
341_1R	1 <sup>st</sup> and 3 <sup>rd</sup> Thursday	Twice per month
342_2W	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday	Twice per month
342_2R	2 <sup>nd</sup> and 4 <sup>th</sup> Thursday	Twice per month
351_1W	1 <sup>st</sup> and 3 <sup>rd</sup> Wednesday	Twice per month
351_1F	1 <sup>st</sup> and 3 <sup>rd</sup> Friday	Twice per month
352_2W	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday	Twice per month
352_2F	2 <sup>nd</sup> and 4 <sup>th</sup> Friday	Twice per month
353_2W	2 <sup>nd</sup> and 4 <sup>th</sup> Wednesday	Twice per month
353_2F	2 <sup>nd</sup> and 4 <sup>th</sup> Friday	Twice per month
EW1_R	Thursdays	Every week
EW2_F	Fridays	Every week

Redesigned route maps enclosed.

Swept twice per month

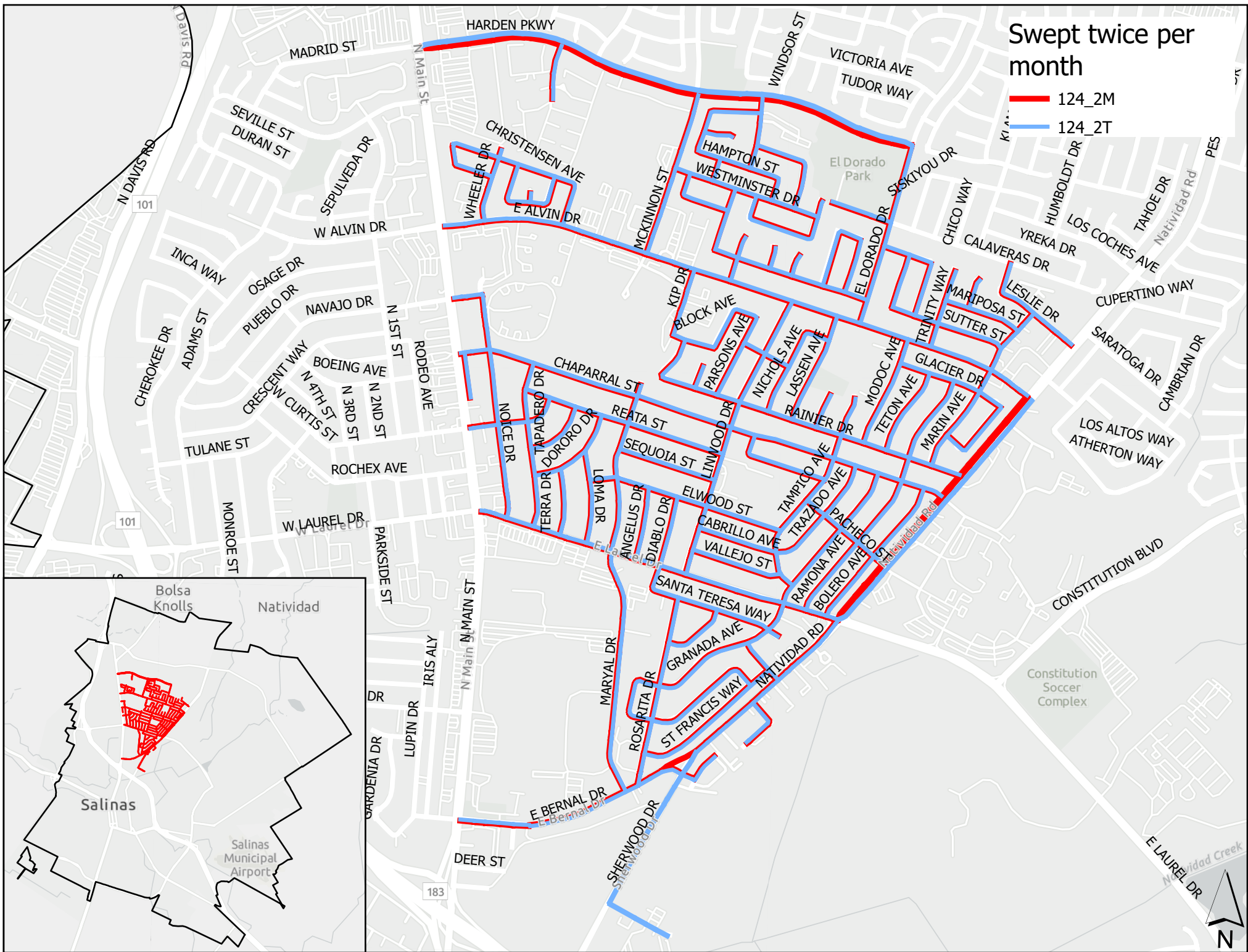
- 121\_1M
- 121\_1T









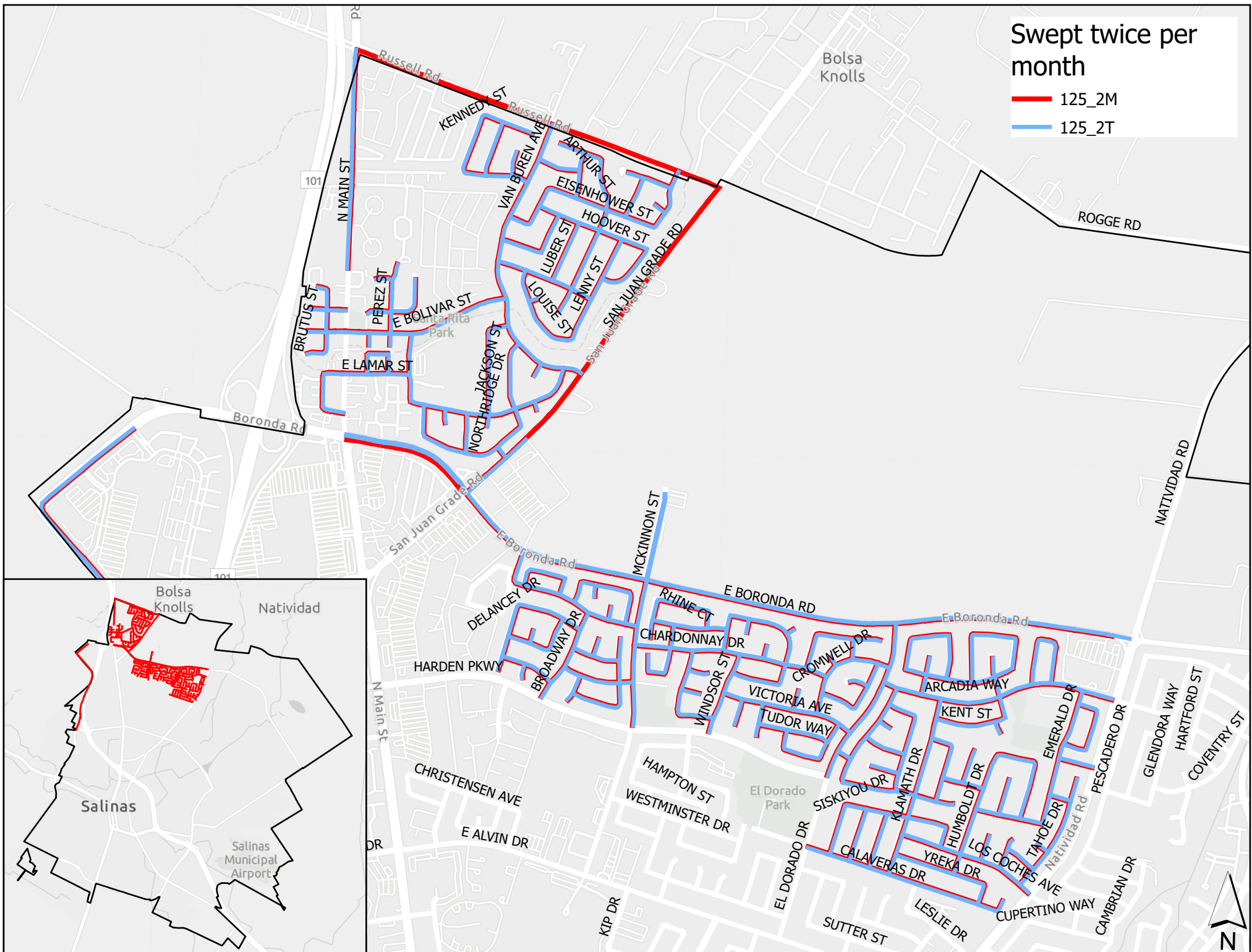




Swept twice per month

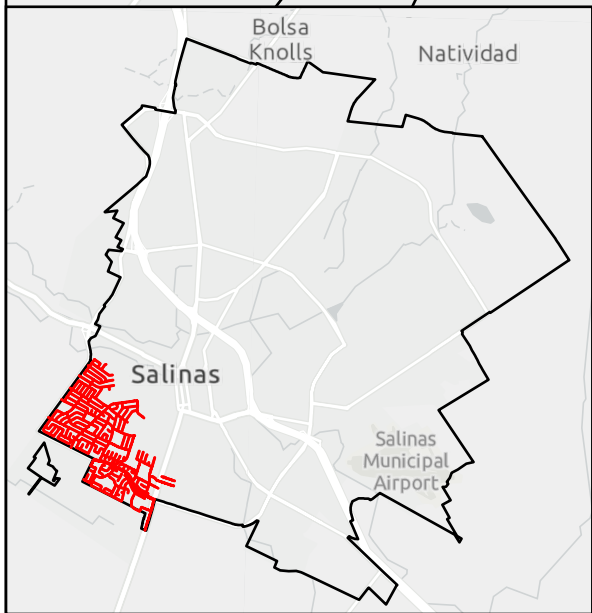
125\_2M

125\_2T

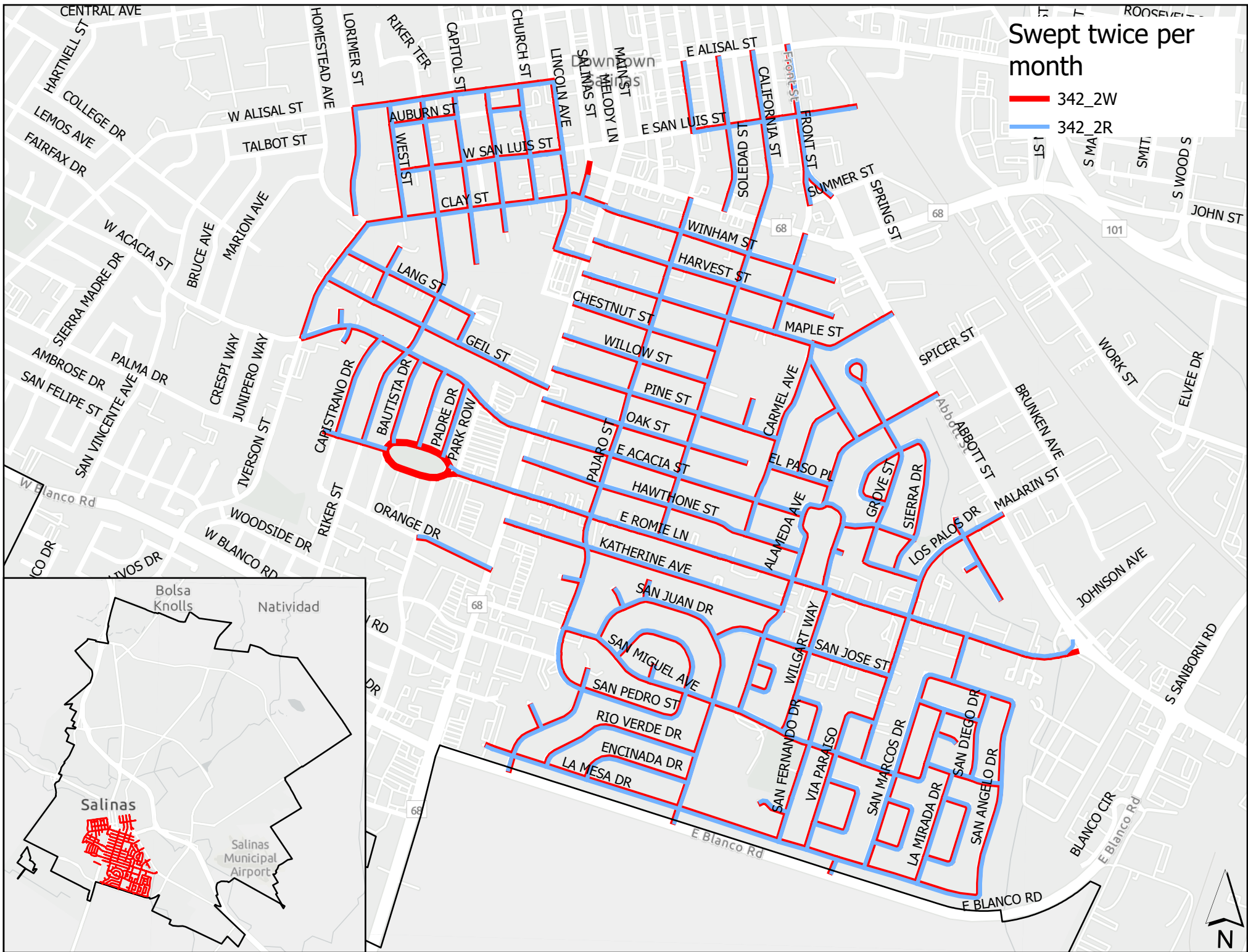


# Swept twice per month

- 341\_1W
- 341\_1R

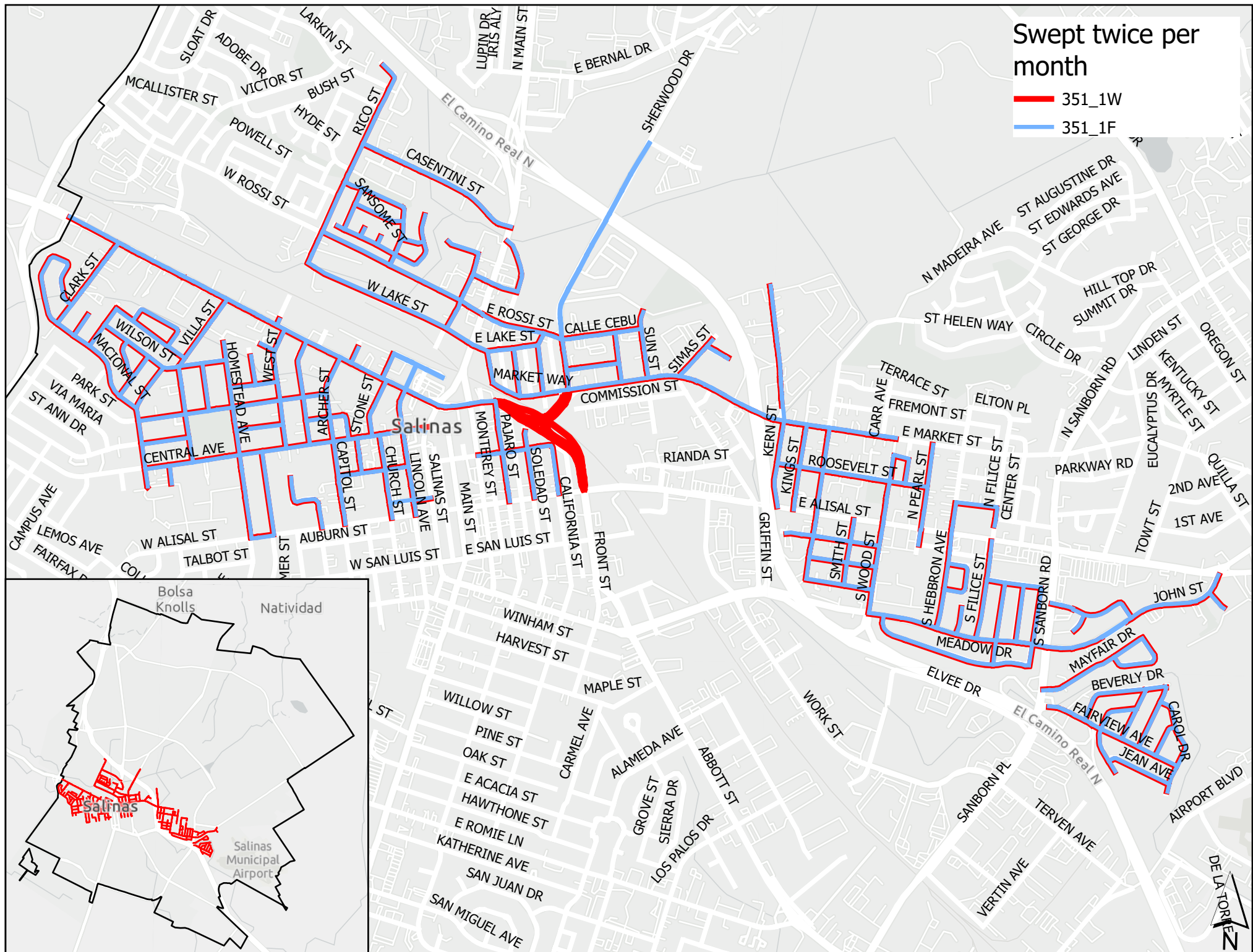






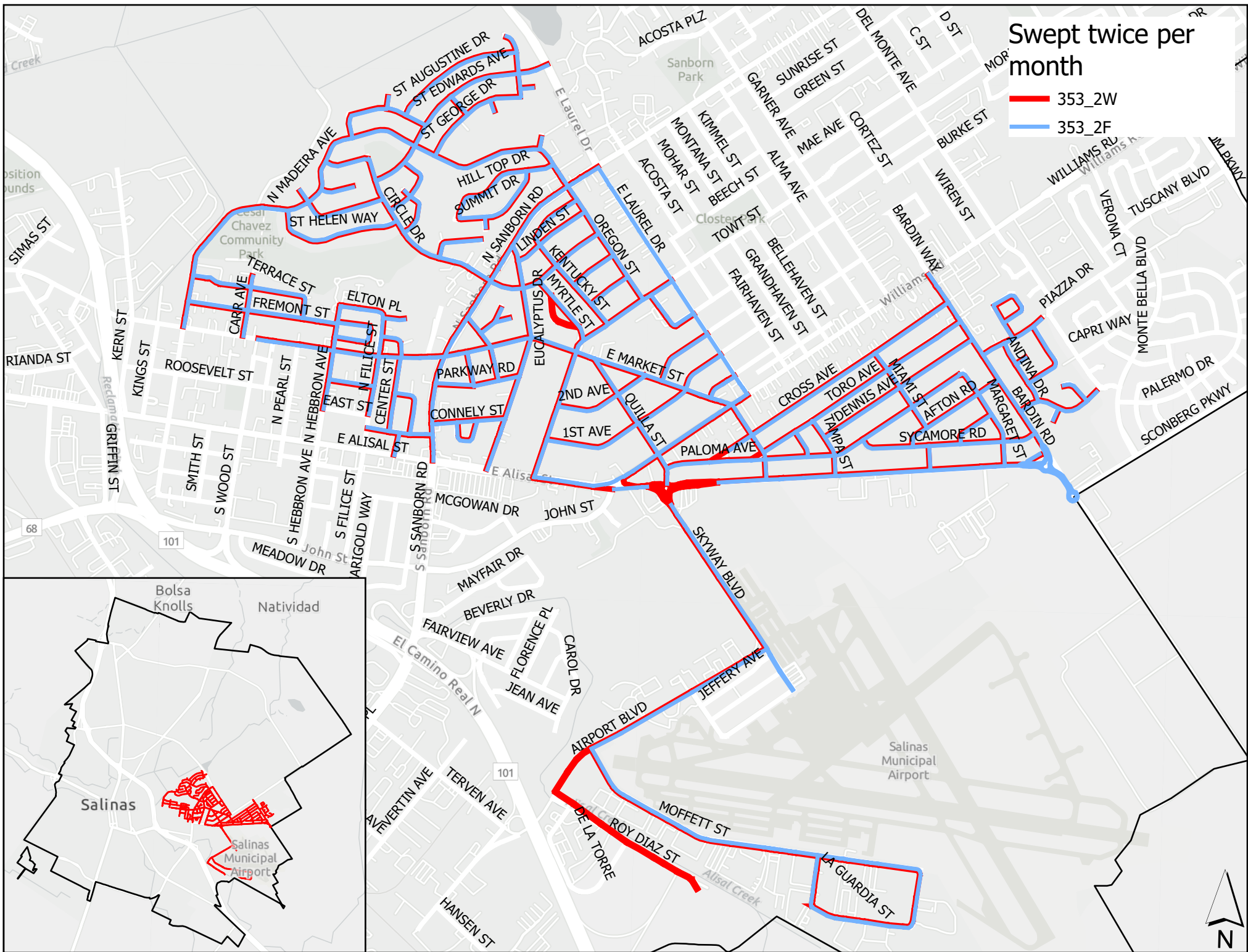


351\_1W  
351\_1F



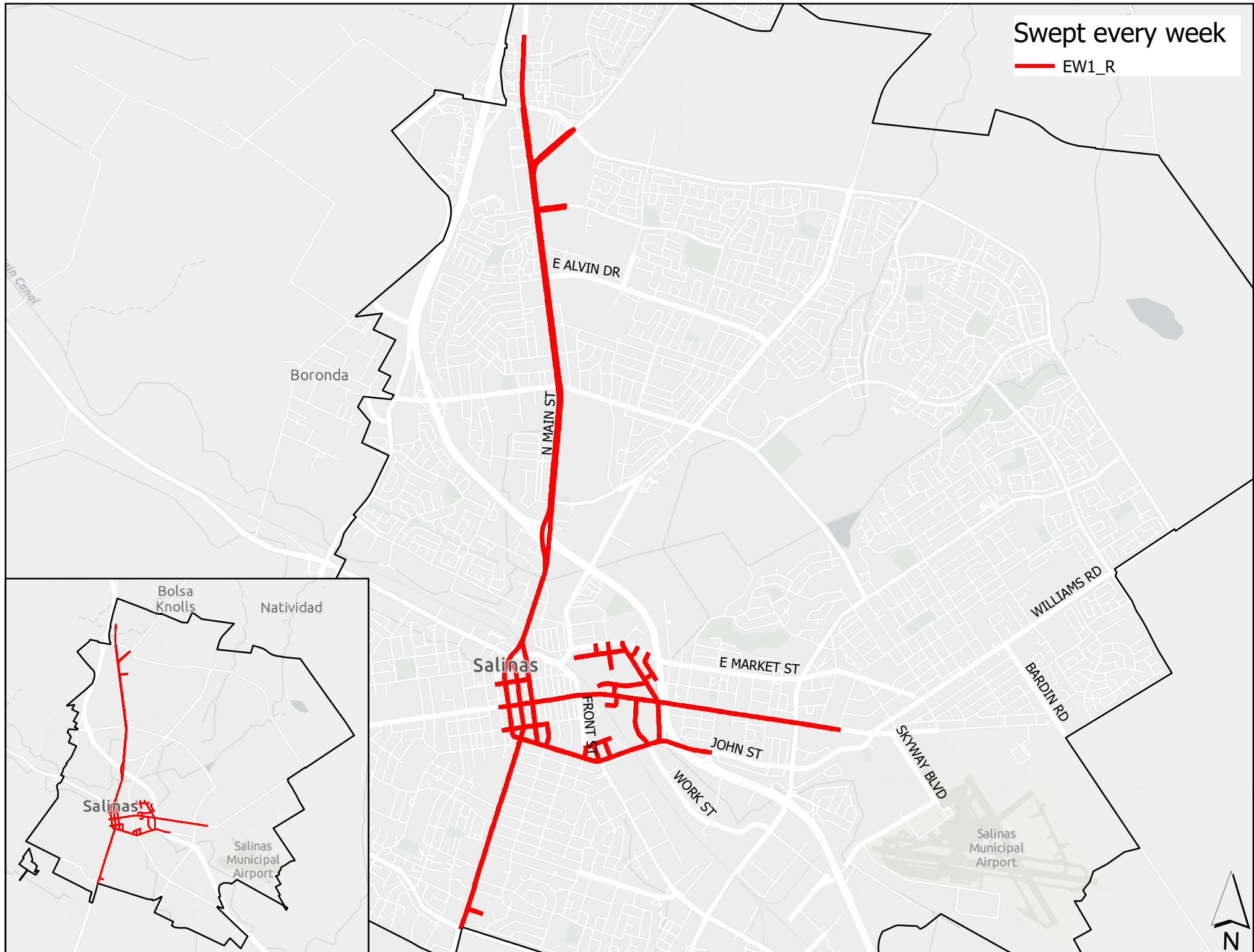




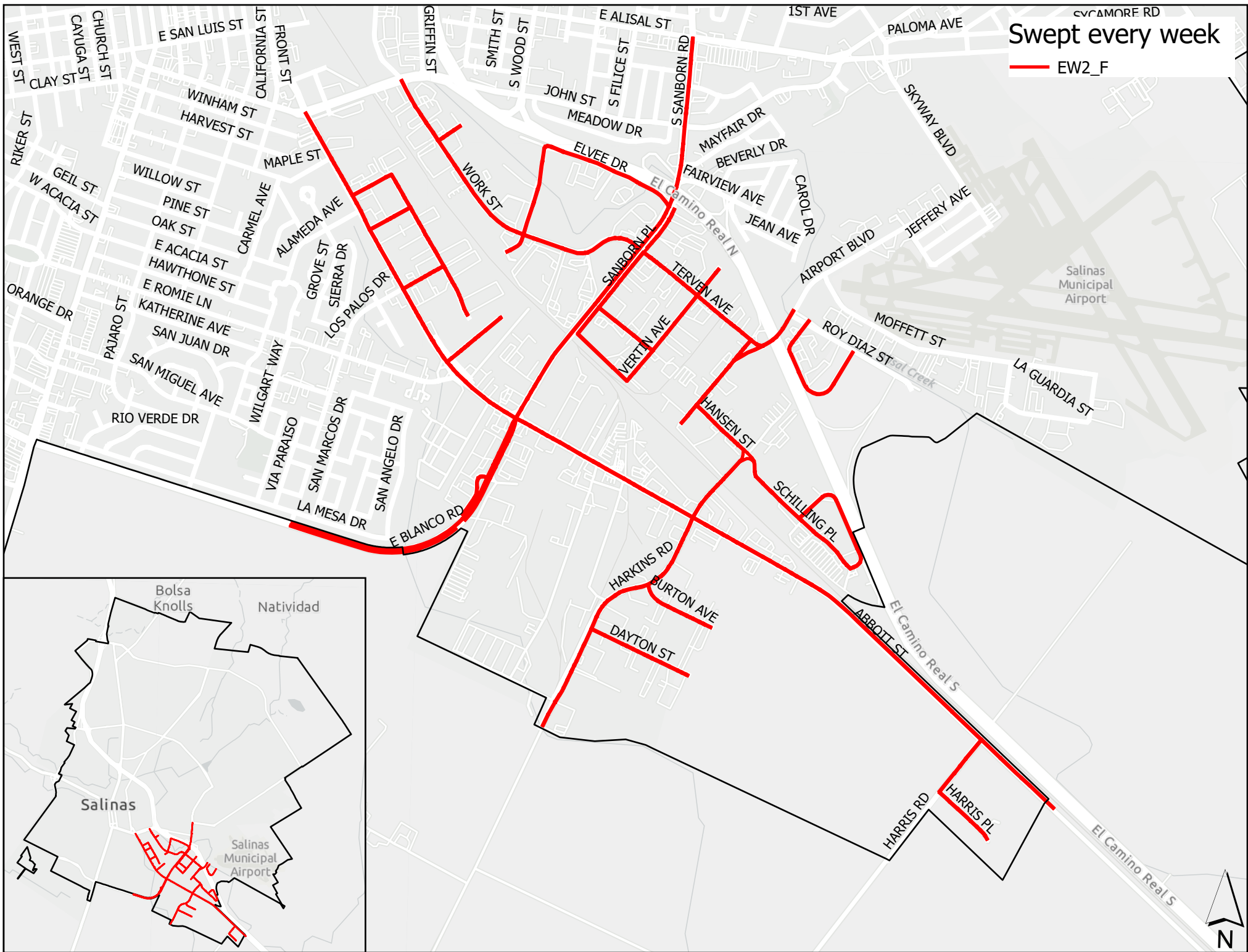


Swept every week

EW1\_R





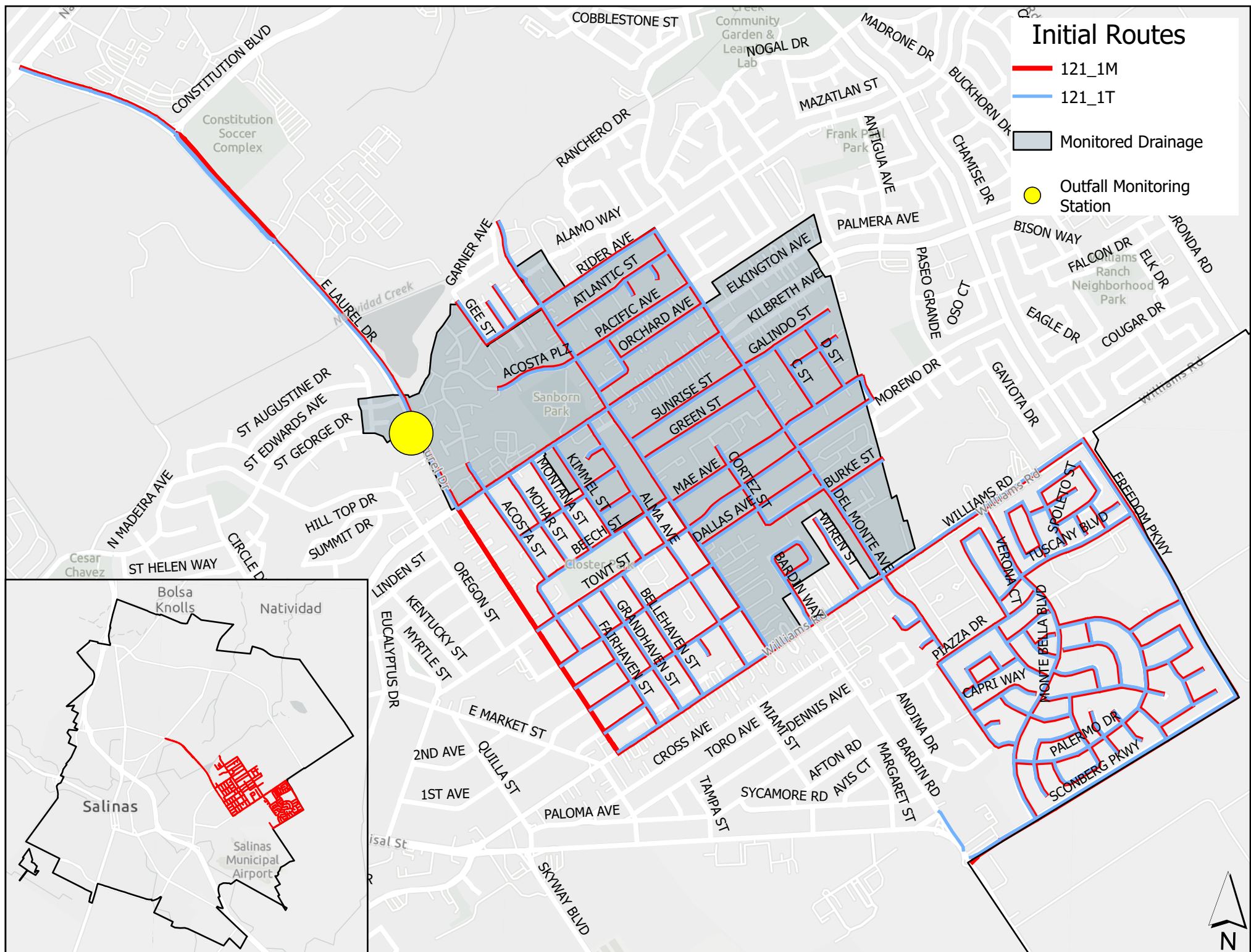


## Attachment 2: Parking Restriction Initial Routes

Summary table with pilot route ID and sweeping day

Route ID	Sweeping Day	Frequency
121_1M	1 <sup>st</sup> and 3 <sup>rd</sup> Monday	Twice per month
121_1T	1 <sup>st</sup> and 3 <sup>rd</sup> Tuesday	Twice per month

Pilot route map enclosed.



## 2023-25 Street Sweeping Education Outreach Campaign At a Glance

Time Period Covered: (01/10/2023 - 03/31/2025)

Community Touch points (Approximate)	
Event	People
2023-Closter Park	100
2023-La Paz Park/Alisal	100
2023-Ciclovía	500
2024-150th Celebration	100
2024-Closter Park/Door-to-Door Knocking in Alisal	79
2024-El Grito (2-Day Event)	1100
2024-Ciclovía	250
<b>Total</b>	<b>2229</b>

*\*Touch point means total visitors to a booth/table that were engaged by City staff*

Social Media Engagement Rate (industry avg 1.10-3.0%)	Percent
2023	2.57%
2024	3.51%
2025	5.20%

Social Media Impressions	No.
2023-25 Impressions	341,631

Clean Water Salinas Website (Google Analytics - 2023)
1,700% increase in overall visitors
820% increase in visitors to the Street Sweeping page
99% of visitors are "new visitors"
Clean Water Salinas Website (Google Analytics - 2024)
1,281 total website users
766 website users (~60%) came from social media posts (ranked #1)
5,948 page views on cleanwatersalinas.com
The street sweeping web page was the second most visited (1st is the homepage)
Clean Water Salinas Website (Google Analytics - 2025)
907 total website users
2,638 page views on cleanwatersalinas.com
Street sweeping web page is the top visited page (homepage is ranked 2nd)

Contact Info Collected via Digital/Analog Sheets	
Event	Sign Ups
2023-Closter Park	12
2023-La Paz Park/Alisal*	40
2023-Ciclovía	115
2024-150th Celebration	25
2024-Closter Park/D-2	45
2024-El Grito (2-Day Event)	30
2024-Ciclovía	59
<b>Total</b>	<b>326</b>

*\*La Paz Park/Alisal clean up had 40 volunteers/community*

Collateral
70+ social media posts (videos, graphics)
Public Service Announcement (PSA) 30/60 second video
Flyers, door hangers, postcard, direct mailer
Digital media kit and sample key messaging
Strategic campaign plans (for each phase) and FAQs
12 blog posts for 2024 (Waterway Wednesday)
Regular newsletter for GovDelivery for 2025

Earned Media
25 direct media pitches
KSBW feature highlighting June 2023 kickoff event
KION feature highlighting June 2023 kickoff event
2 Univision features of Clean Water Salinas at Ciclovía

Data Collection
Annual/monthly reports for grant compliance
Captured and catalogued over 100 community members feedback at in-person events and via social media.



# Street Sweeping Route Revisions and Initial Signage Program Update

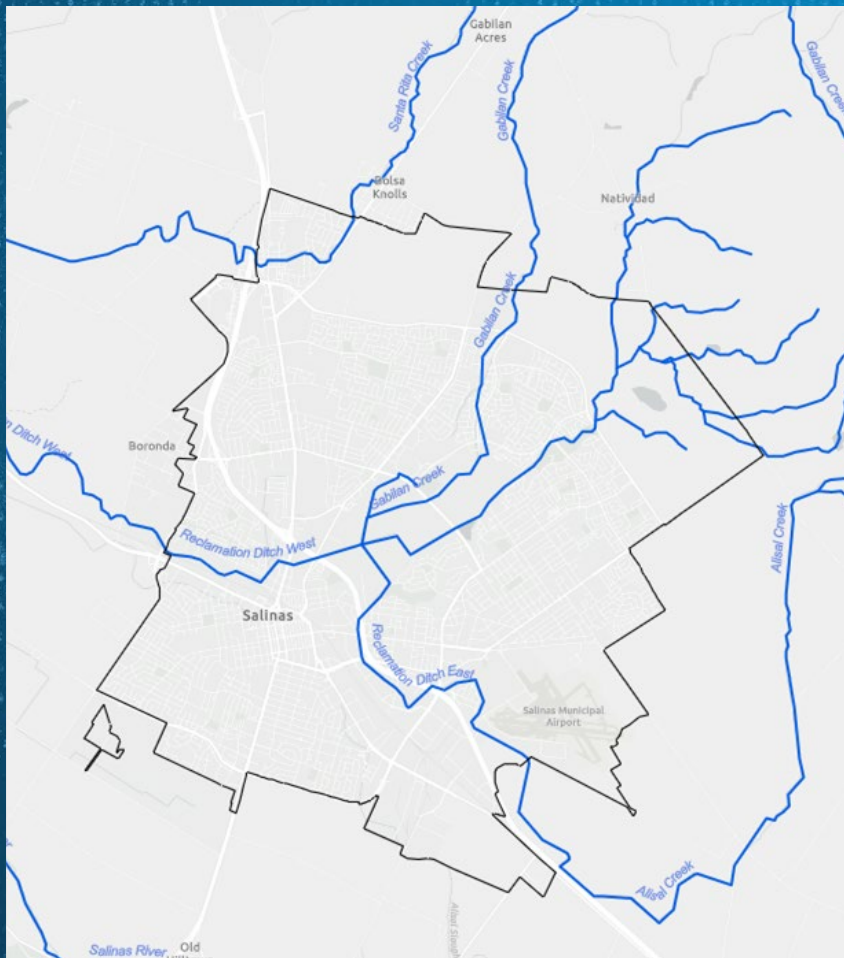
**June 3, 2025**

**Heidi Niggemeyer**  
**Stormwater Program  
Manager**

# Agenda

- Importance of street sweeping
- Revisions to current sweeping routes
  - Rationale for street sweeping
  - Process for revising routes
  - Outcomes
- Initial area for parking restrictions
  - Sampling and Analyses
  - Selection criteria
  - Outreach and Awareness





# 15 miles

of streams in the City of  
Salinas

# 100%

are polluted per EPA  
standards

# TMDLs

Each stream is listed and  
has multiple Total Maximum  
Daily Loads

# NPDES MS4 Stormwater Permit





# NPDES MS4 Stormwater Permit Requirements

## CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD CENTRAL COAST REGION

895 Aerovista Place, Suite 101, California 95670-6114  
Phone (805) 549-3147 • Fax (805) 543-0397  
[Central Coast Water Board Website](http://www.ccrwb.org)

ORDER R3-2019-0073  
NPDES NO. CA0049981

### NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT AND WASTE DISCHARGE REQUIREMENTS FOR CITY OF SALINAS MUNICIPAL STORMWATER DISCHARGES

The municipal discharges of stormwater and non-stormwater by the City of Salinas from all municipal separate storm sewer system (MS4) discharge points within the City of Salinas are subject to waste discharge requirements as set forth in this Order:

**Discharger** – City of Salinas

**Name of Facility** – City of Salinas MS4

**Facility Address** – 200 Lincoln Avenue, Salinas, CA 93901, Monterey County

**MS4 Classification** – The United States Environmental Protection Agency (USEPA) and the Central Coast Regional Water Quality Control Board (Central Coast Water Board) have classified the City of Salinas MS4 as a medium MS4 pursuant to 40 Code of Federal Regulations section 122.2.

**Order Adoption Date** – September 20, 2019

**Order Effective Date** – October 1, 2019

**Order Expiration Date** – September 30, 2024

**Report of Waste Discharge File Date** – The Discharger shall file a Report of Waste Discharge as an application for reissuance of waste discharge requirements in accordance with title 23, California Code of Regulations, and an application for reissuance of a National Pollutant Discharge Elimination System (NPDES) permit no later than 180 days prior to the Order expiration date.

**Terms and Conditions for Expired Order** – In accordance with section 2235.4 of Title 23 of the California Code of Regulations, the terms and conditions of an expired permit are automatically continued pending issuance of a new permit if all requirements of the federal NPDES regulations regarding continuation of expired permits are complied with.

City of Salinas MS4 Discharges

Order No. R3-2019-0073

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# NPDES MS4 Stormwater Permit Requirements

- ii) Parking restrictions – By the end of Year 3, the Permittee shall revise and commence implementation of its parking restriction strategy, including parking restrictions and public outreach, to ensure that street sweepers can access and sweep gutters for all High and Medium Priority Streets and to increase the effectiveness of sweeping operations for the entire roadway width. By the end of Year 5, the Permittee shall complete implementation of the revised parking restrictions. The Permittee may propose an alternate strategy for reducing pollutants in areas with parked cars, so long as the Permittee can demonstrate the alternate strategy will result in an equivalent or greater reduction in pollutant loading.

\*2021-2022 was Year 3, 2023 -2024 was Year 5



# Why street sweeping?

- Beautifies neighborhoods
- Very effective stormwater BMP
- Adaptive
- Helps the City to potentially meet water quality discharge requirements (TMDLs)





The challenge:  
only stormwater down the drain

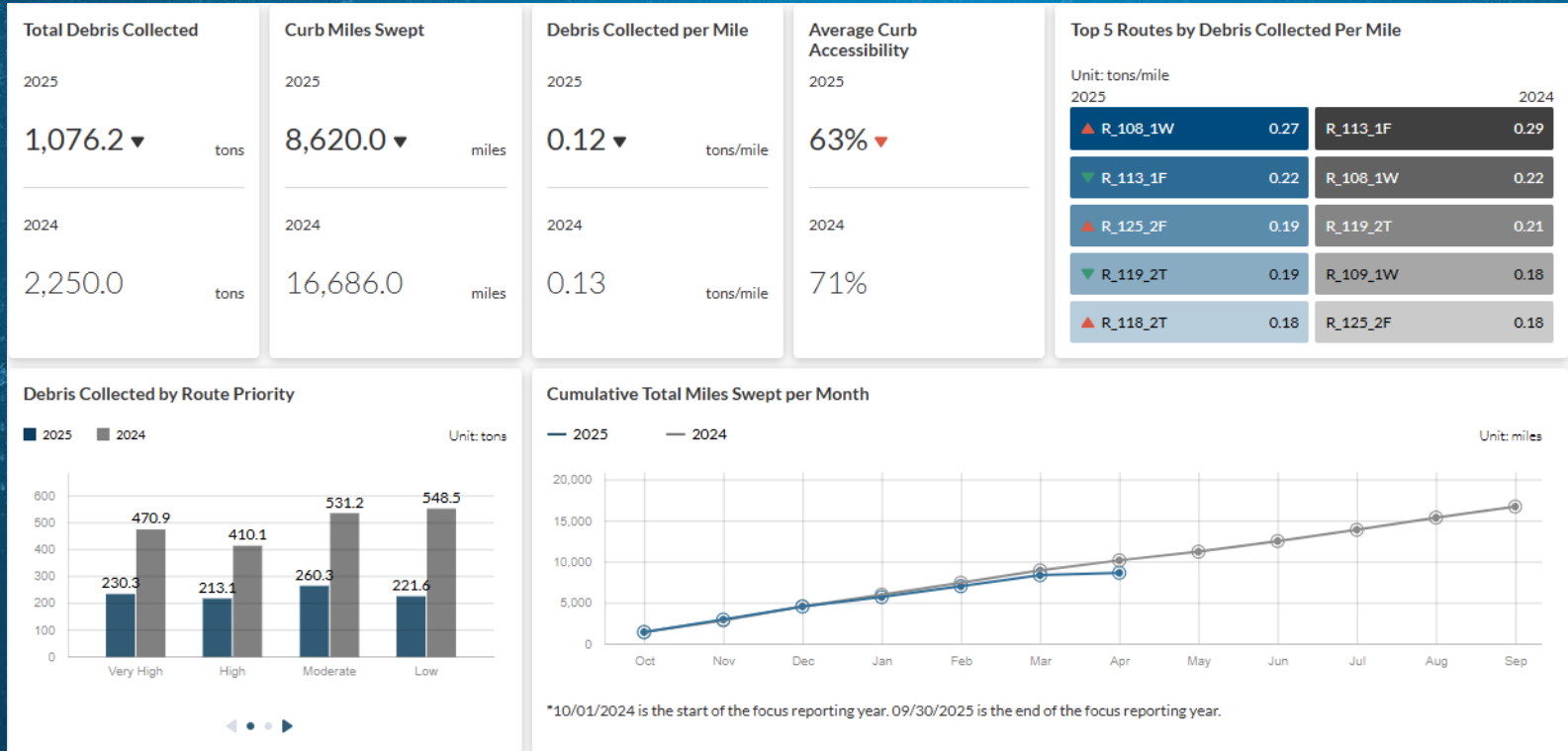




# Street sweeping timeline

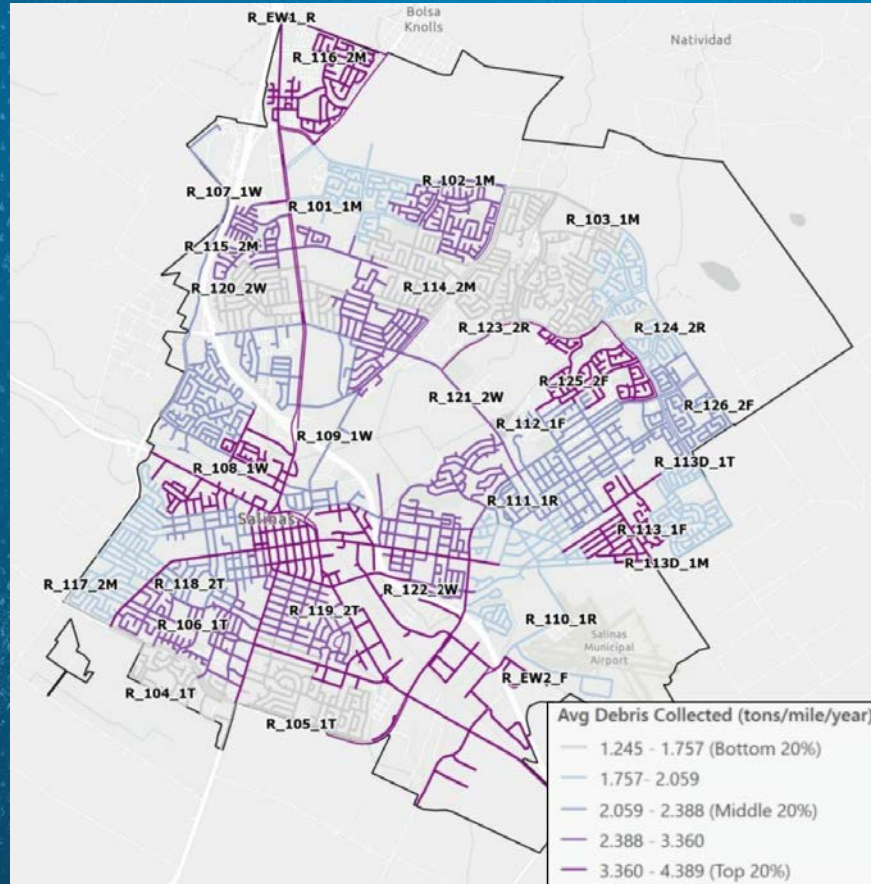
- 2012: Prior sweeping program initiated; both sides of road swept same day
- 2018: Existing water quality monitoring sites established and trash assessments begun
- 2020: Clean Water Salinas website revisions made
- 2017/2021: Studies to determine curb access (areas for improvement)
- 2022: Sweeper truck debris data collection effort began
- 2023: Outreach efforts began, including event at Closter Park, regular blogs, social media posts
- 2023-2024: Refined analysis of the sweeping data, road debris condition, and road sediment quantity and constituents
- 2024: Sweeping route revisions begun and signage cost estimates determined
- Oct 2024: Council approval of new routes and implementation of parking restrictions
- April 2025: No Parking signs installed in initial signage area
- May 2025: Enforcement of new No Parking signs begins (Warnings for 90 days; Citations)

# Street sweeping is highly effective at removing pollutants BEFORE they enter the stormwater system

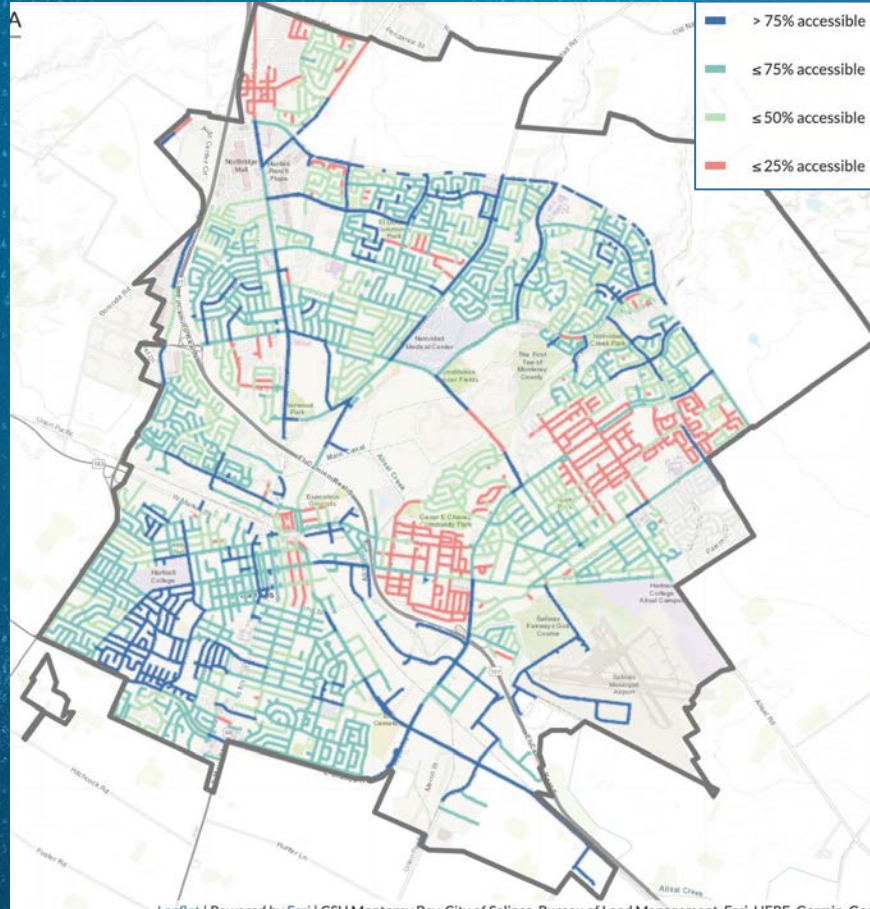




# Street sweeping isn't equally effective everywhere

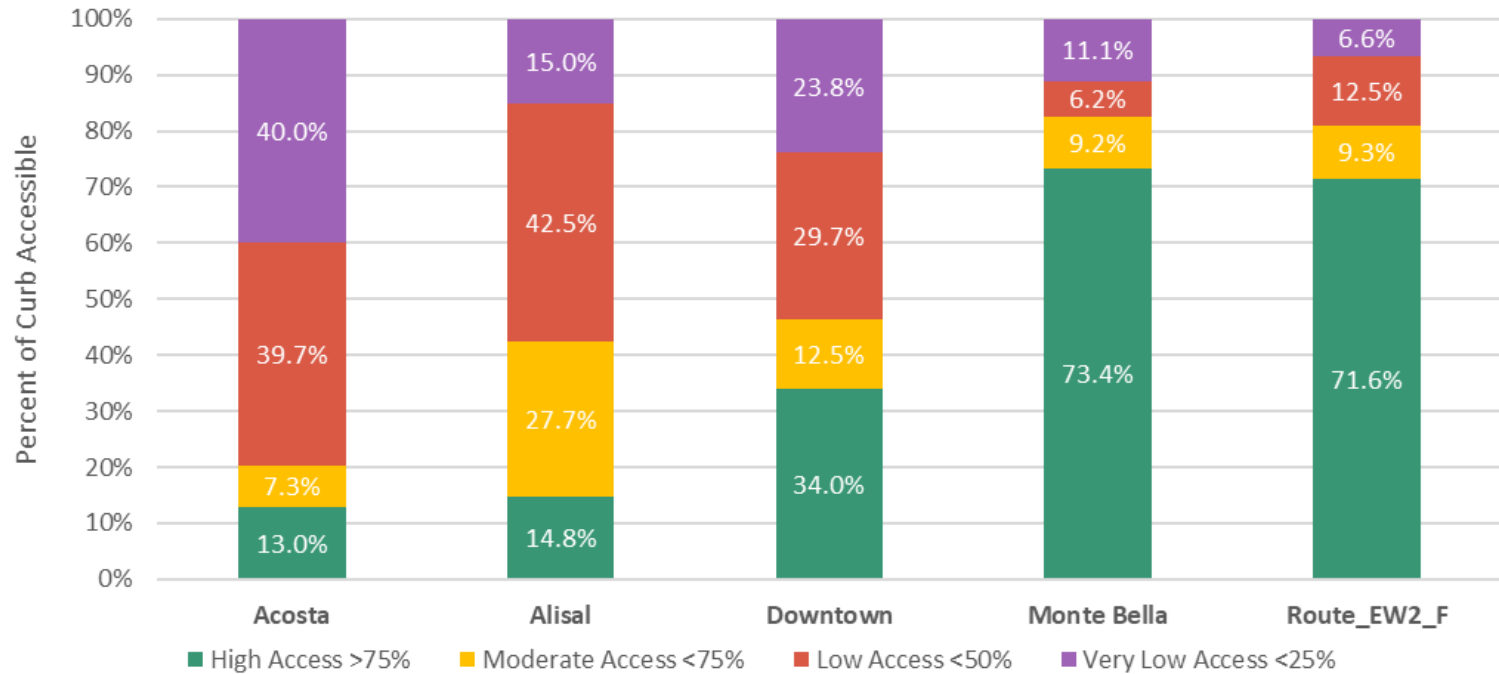


# Curb access is a problem in several areas

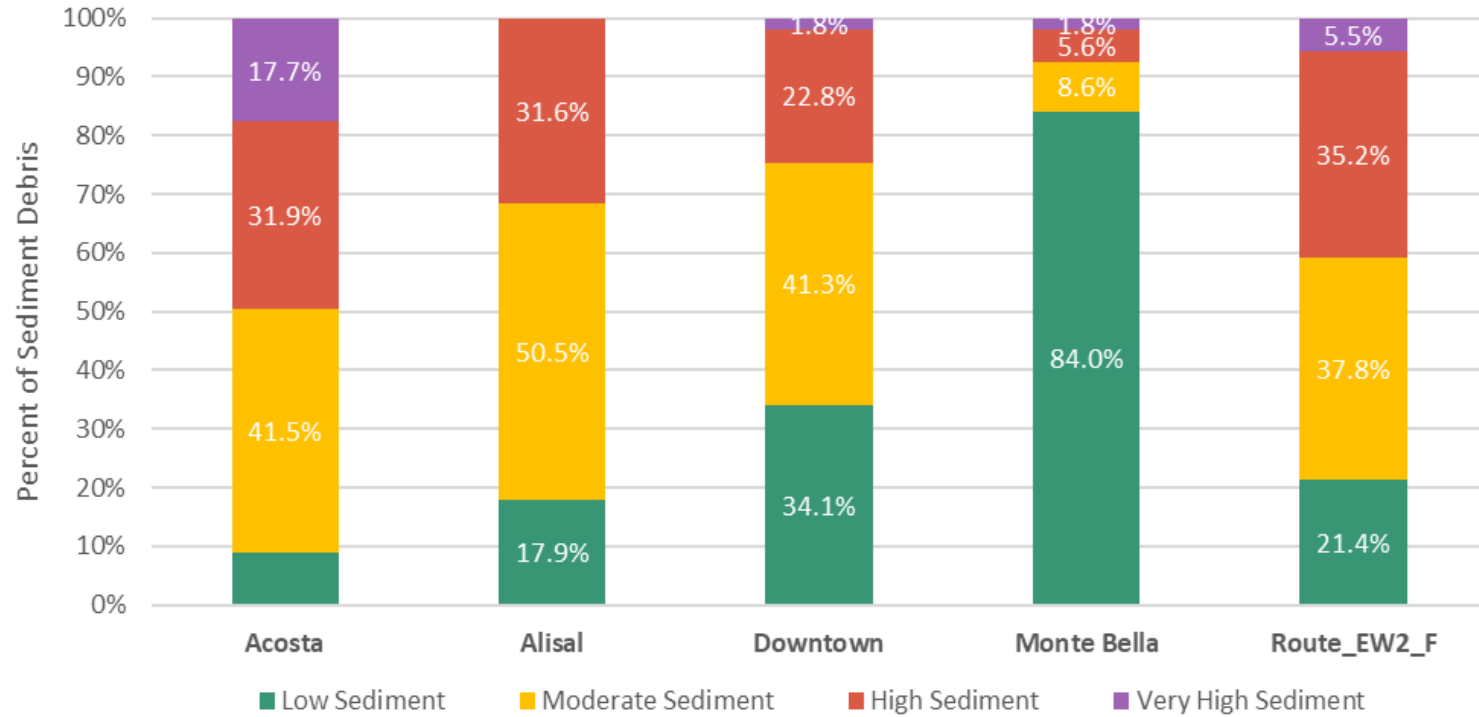




## Curb Access by Study Area



## Sediment Debris by Study Area



# Goals of Sweeping Revisions

- **Revise** sweeping routes to sweep opposing sides of the street on different days
- **Collect** data on sweeper effectiveness through drivers' data entry and curb access and debris accumulation analyses
- **Implement** parking restrictions in a high priority area of the City to improve curb access for sweepers
- **Leverage** long-term water quality monitoring station and road debris condition observations to see if impacts of sweeping can be measured
- **Build** awareness of actions residents can take, like moving their cars, to keep Salinas waterways clean



# Revise sweeping routes



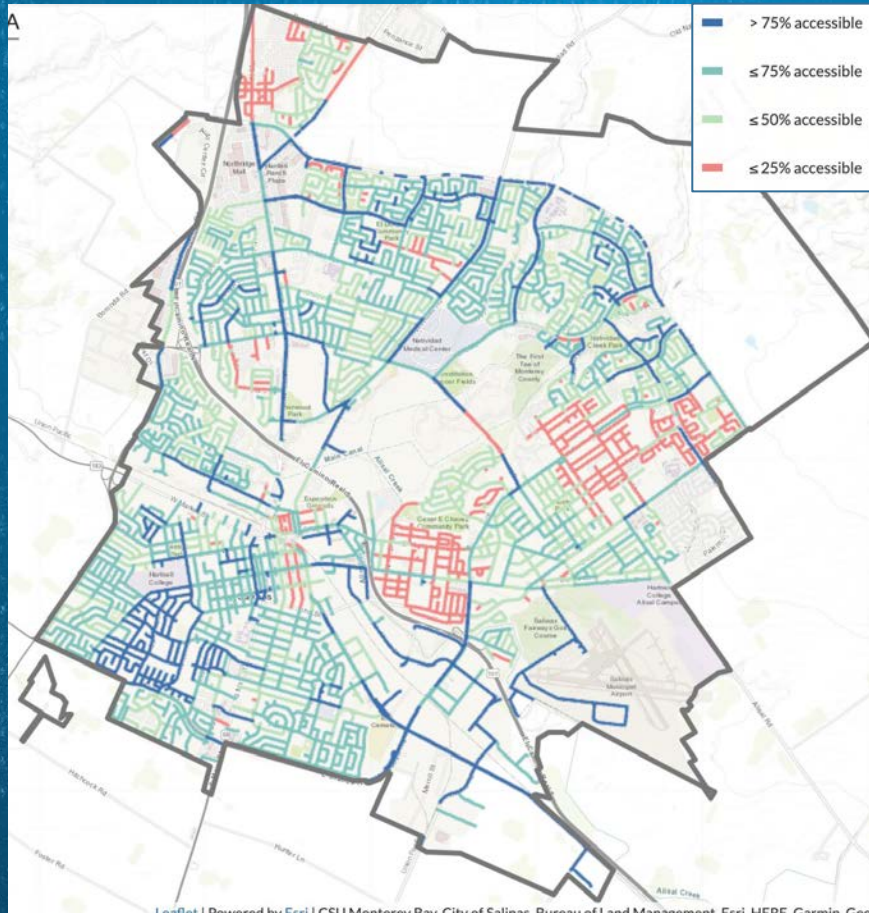
The City used RouteSmart software to develop routes, provide drivers with directions, and track sweepers.

Routing capabilities include:

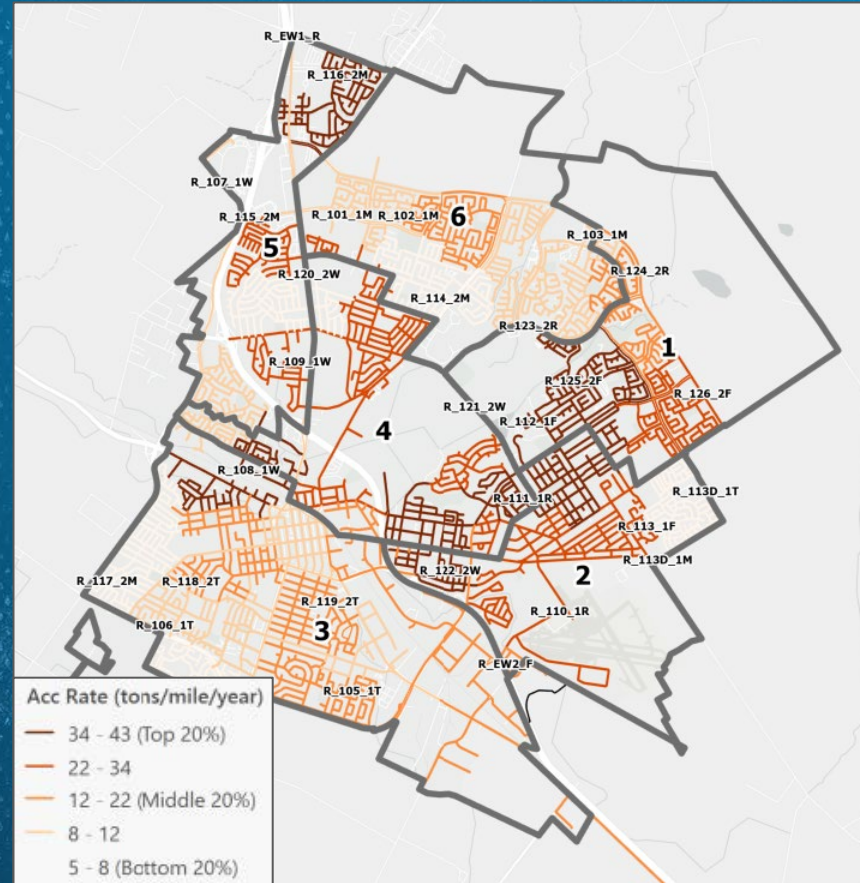
- Generating geographically balanced and compact routes
- Creating routes to service opposite curbs on different days
- Modeling travel time between dump facilities and routes
- Calculating route metrics to determine efficiency



## Collect curb accessibility - Sweeper entry

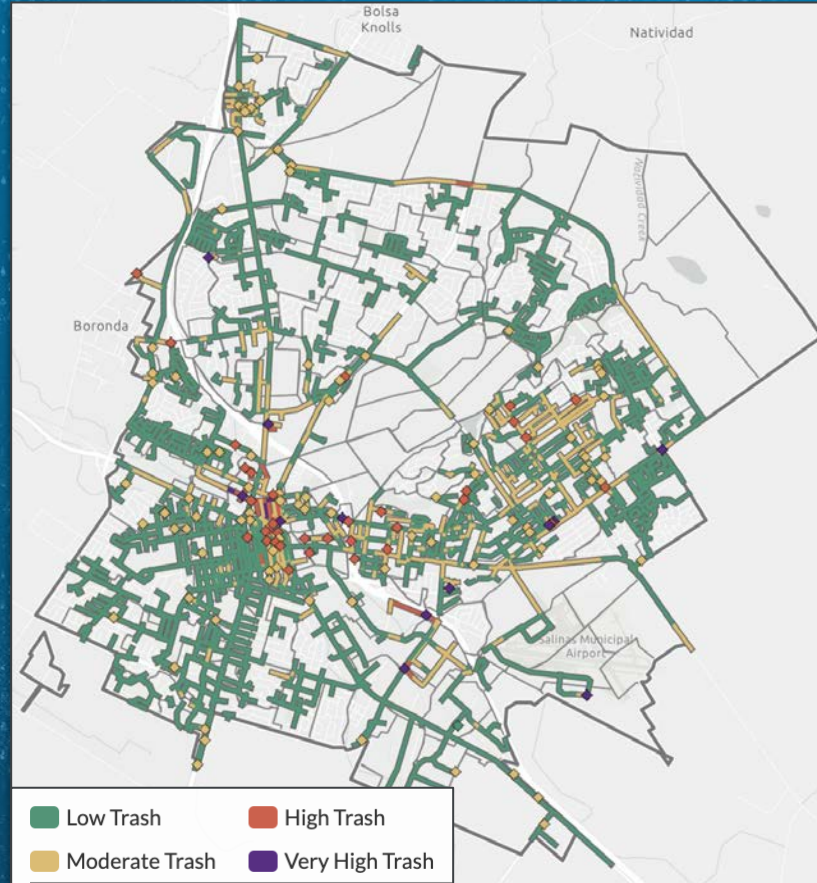


# Collect road debris accumulation data





# Collect trash condition data





# Collect sediment samples – pollutant analyses

Sampling Location	Bifenthrin	Cyfluthrin	L-Cyhalothrin	Cypermethrin	Fenpropathrin (Danitol)	Esfenvalerate	Permethrin (cis+tran)
	ng/sq-ft	ng/sq-ft	ng/sq-ft	ng/sq-ft	ng/sq-ft	ng/sq-ft	ng/sq-ft
Downtown_COM_072523	16.828	ND	3.519	3.519	ND	ND	ND
EW2_F_CUL1_072523	33.318	2.066	10.662	2.532	0.733	1.932	139.936
Acosta_MFR_072523	94.988	2.137	3.503	8.311	54.618	ND	17.217
Alisal_Closter_OTH_072523	ND	ND	ND	ND	4.794	ND	ND
MonteBella_SFR_072523	ND	ND	ND	ND	ND	ND	ND

Acosta drainage area sediment contained some of the highest pesticide concentrations.



# Implement parking restrictions

## Goals:

- Improved curb access
- Measurable improvements in road debris conditions and runoff water quality
- Minimal disruption to residents

## Criteria:

- Low curb access
- High concentration of pollutants and trash on roads
- Located in monitoring station drainage so water quality impacts can be measured
- Narrow time interval needed for parking restrictions (4-hr intervals)





# Time of parking restrictions is limited

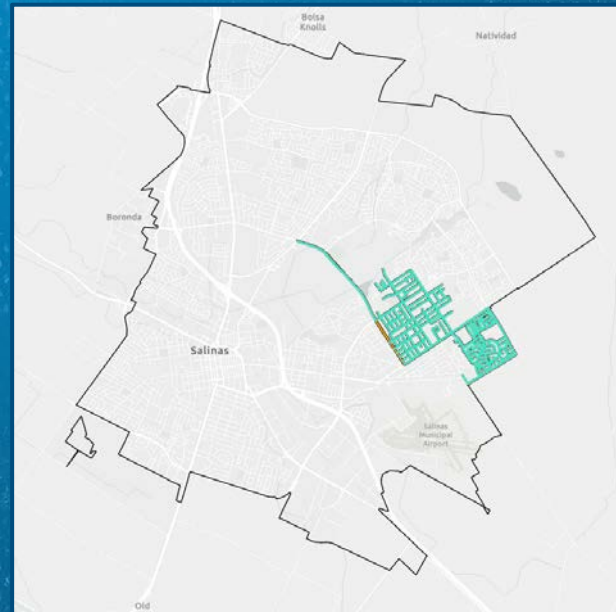
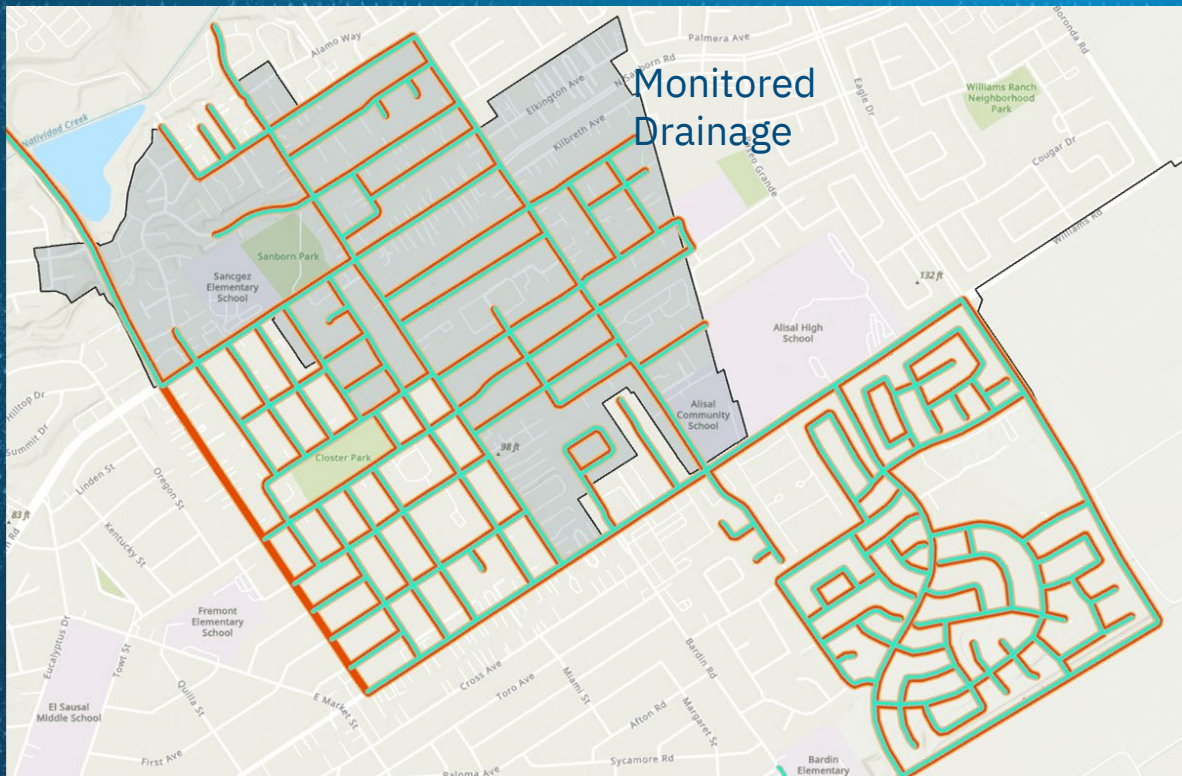
For each part of the two chosen routes:

- Swept twice per month
- Window of parking restrictions will be 4 hours
- Only ticketing BEFORE or DURING sweeping, not after; warnings will initially be utilized

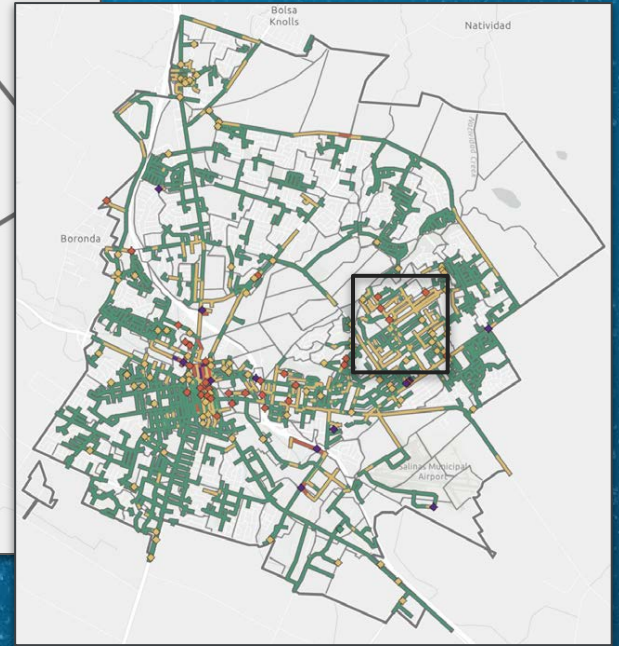




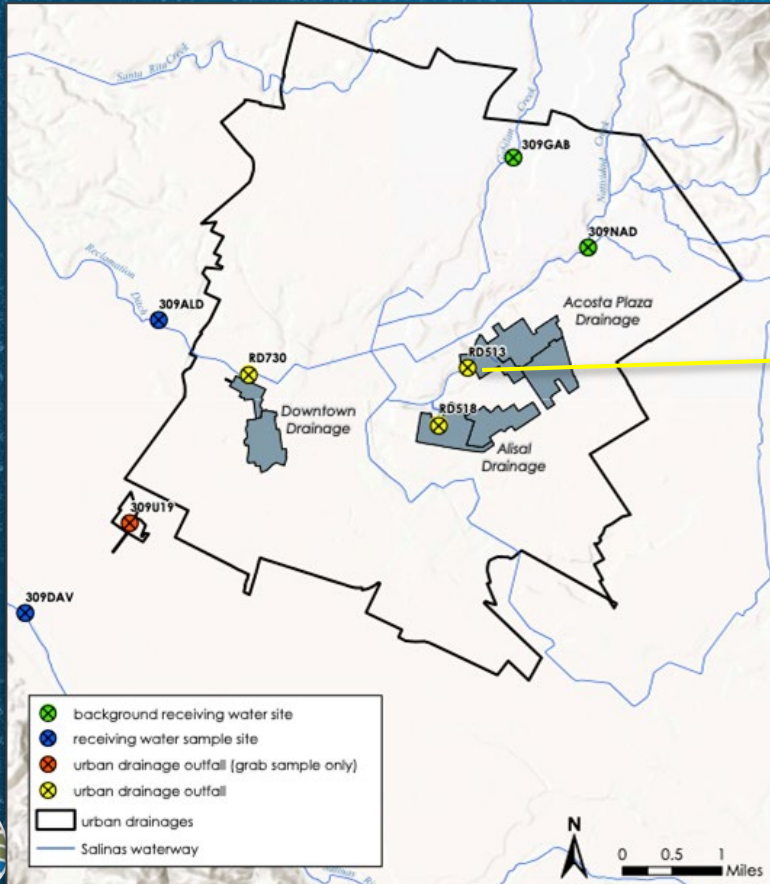
# Signage Routes: 121M and 121T







# Water quality can be monitored

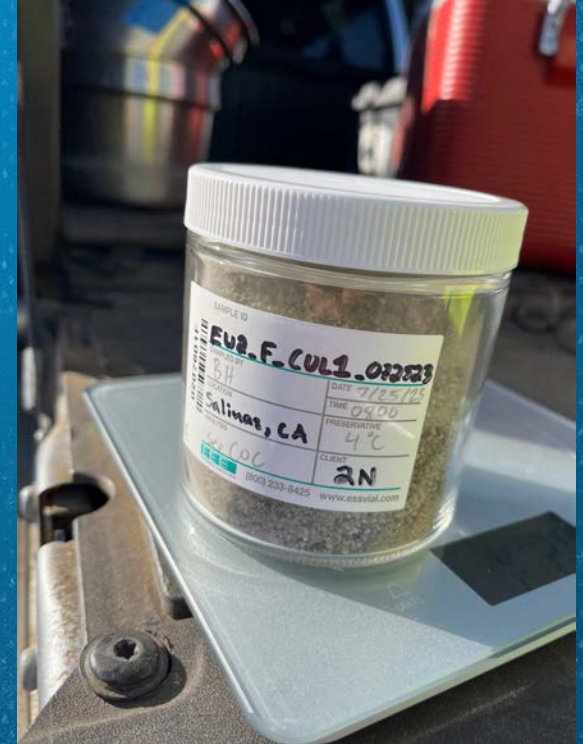


*% of runoff samples that exceeded WQ objectives in WY 17-23*

Pollutant	% exceeded
Fecal coliform	87%
Susp. sediment	36%
Turbidity	29%
Copper	2%
Orthophosphate	13%
Bifenthrin	88%
Cyfluthrin	58%



# Leverage monitoring data





# Build awareness

- Clean Water Salinas website
- In-person tabling and door knocking
- Social media outreach
- Blogging



# Current Timing

- **October 2024** – Revised routes and initial signage routes approved by Council
- **December 2024** - Coordinated with Traffic to execute signage installation contract, and coordinate with Parking Enforcement and PD to establish enforcement protocols
- **May 2025** - Signs installed in initial area and sweeping on new City routes begins; enforcement is “Warning only”
- **August 2025** – Enforcement with citations begins (\$45)



# Questions?



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-068, **Version:** 1

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### **Fiscal Year 2025-26 Assessment and Maintenance District Levies Transmittal to the Monterey County Tax Collector**

Approve a Resolution authorizing staff to transmit to the Tax Collector's office of the County of Monterey the annual levies for assessment and maintenance district fees and charges and agreeing to indemnify and defend Monterey County with respect to challenges to the levy on the City's behalf.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

---

**DATE:** JUNE 3, 2025

**DEPARTMENT:** FINANCE DEPARTMENT

**FROM:** SELINA ANDREWS, FINANCE DIRECTOR

**BY:** CLAUDIA GONZALEZ, SENIOR ACCOUNTANT

**TITLE:** RESOLUTION TRANSMITTING THE FISCAL YEAR 2025-26 MAINTENANCE DISTRICTS, SPECIAL TAX DISTRICTS, AND ASSESSMENT DISTRICT LEVIES TO THE MONTEREY COUNTY TAX COLLECTOR

### RECOMMENDED MOTION:

A motion to approve a Resolution (1) initiating the proceedings for annual levy of assessments, declaring its intention to levy and collect assessments for the Maintenance Districts consisting of Airport Business Center, North East Area, Harden Ranch Area, Vista Nueva, Mira Monte, Monte Bella; Special Tax Districts consisting of Community Facilities District 2016-1 (Monte Bella), IA1, Community Facilities District 2016-1 (Monte Bella), IA2, Community Facilities District 2016-1 (Monte Bella), IA3; and Assessment District consisting of Downtown Community Benefit District; and (2) authorizing the City to transmit the list of Fiscal Year 2025-26 maintenance districts, special tax districts, and assessment district levies to the Monterey County Tax Collector.

### EXECUTIVE SUMMARY:

Monterey County requires annual City Council approval and directing that the assessments be collected within the County property taxes. The six (6) landscape maintenance districts, three (3) special tax districts, and one (1) assessment district included in this action are described in Exhibit A. The landscape maintenance, special tax, and assessment district budgets are also included in the City's FY 2025-26 Operating Budget.

### BACKGROUND:

Annually, the City of Salinas transmits Assessment Bond and Maintenance District levies to Monterey County to be included on property tax bills for collection. A list of the levies for FY 2025-26 is included in the Exhibit A attachment for reference. The assessments related to the bonds are fixed at the time the bonds were originally issued unless there are subsequent parcel splits or a change in paying agent fees. No parcel splits occurred for this year's assessment. The



Maintenance District levies are determined by Public Works staff and were submitted to City Council for approval on June 3, 2025.

Staff has reviewed the City Assessment and Maintenance District levies for Fiscal Year 2025-26 and has concluded that the City is in compliance with all applicable laws. The City's existing assessment districts are pledged to bond repayment. Existing maintenance districts are in compliance since there are no changes to the method of calculating assessments.

CEQA CONSIDERATION:

***Not a Project.** The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. 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, this matter is not a project. 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.*

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Transmitting the annual levies to Monterey County achieves the Council 2025 Strategic Goal of City Services and Infrastructure.

DEPARTMENTAL COORDINATION

This staff report was coordinated with the City Manager, City Attorney, and Finance.

FISCAL AND SUSTAINABILITY IMPACT:

The identified levies for FY 25-26 consist of \$1,730,290 for the Maintenance Districts, \$509,749 for the Special Tax Districts, and \$509,688 for the Assessment District, all of which must be transmitted to Monterey County by August 1, 2025, to be posted to the property tax rolls for collection.

<b>Fund</b>	<b>Appropriation</b>	<b>Appropriation Name</b>	<b>Total Appropriation</b>	<b>Amount for recommendation</b>	<b>FY 24-25 Operating Budget Page</b>	<b>Last Budget Action (Date, Resolution)</b>
n/a	n/a	n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

Resolution

Exhibit A

**EXHIBIT A**  
**RESOLUTION TRANSMITTING FY 2025-26 ASSESSMENT AND**  
**MAINTENANCE DISTRICT LEVIES**

**FISCAL YEAR 2025-26**

**MAINTENANCE DISTRICTS**

68200	Airport Business Center	\$ 14,468.00
69300	North East Area	822,158.00
69600	Harden Ranch Area	155,175.00
65200	Vista Nueva	29,890.00
65600	Mira Monte	124,926.00
69100	Monte Bella	<u>583,674.00</u>
Total		<u>\$1,730,290.00</u>

**SPECIAL TAX DISTRICT**

69110	Community Facilities District 2016-1 (Monte Bella), IA1	\$ 179,199.00
69115	Community Facilities District 2016-1 (Monte Bella), IA2	\$ 151,350.00
69120	Community Facilities District 2016-1 (Monte Bella), IA3	<u>\$ 179,200.00</u>
		<u>\$ 509,749.00</u>

**ASSESSMENT DISTRICT**

64810	Downtown Community Benefit District	<u>\$ 509,688.00</u>
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# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-151, **Version:** 1

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### **SB 1 Road Repair and Accountability Act - FY 2025/26 Projects**

Approve a Resolution adopting a list of projects for Fiscal Year 2025-26 funded by SB 1: The Road Repair and Accountability Act of 2017.



## **CITY OF SALINAS**

### **COUNCIL STAFF REPORT**

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**DATE:** JUNE 3, 2025

**DEPARTMENT:** PUBLIC WORKS

**FROM:** DAVID JACOBS P.E., L.S., PUBLIC WORKS DIRECTOR

**BY:** ADRIANA ROBLES, P.E., C.F.M., CITY ENGINEER  
VICTOR SANCHEZ, ASSISTANT ENGINEER

**TITLE:** SB 1 ROAD REPAIR AND ACCOUNTABILITY ACT – FY 2025/26 PROJECTS

#### RECOMMENDED MOTION:

A motion to approve a resolution adopting a list of projects for Fiscal Year 2025-26 funded by SB 1: The Road Repair and Accountability Act of 2017.

#### EXECUTIVE SUMMARY:

State Bill 1 (SB 1) provides funding for roadway maintenance. The City is expecting to receive approximately \$4.25 million to aid in roadway maintenance. As part of the funding requirement, the City Council must approve a resolution adopting a list of projects for the coming fiscal year. The roadway maintenance list for SB 1 for Fiscal Year 2025-2026 includes the Year 2 pavement projects approved as part of the 5-Year Roadway Preservation Street List, the annual sidewalk repair program and other ongoing projects.

#### BACKGROUND:

SB 1, the Road Repair and Accountability Act of 2017 was passed by the California Legislature and signed into law by Governor Jerry Brown in April 2017 to address the significant transportation funding shortfalls statewide. Funding is allocated annually on a per capita basis. Revenues for cities will come out of the Road Maintenance and Rehabilitation Account (RMRA) where cities are expected to prioritize repairing their existing infrastructure first before having some additional flexibility for those funds for other transportation needs. SB 1 will provide Salinas an estimated \$4.25 million for roadway repairs in FY 2025-26.

In FY 2024-25, the City's SB 1 funds were budgeted among Citywide Striping and Signing Improvements (CIP 9081), Annual Pavement and Sidewalk Maintenance (CIP 9438), Street Preventive Maintenance Program (CIP 9981), Williams Road Streetscape (CIP 9071), and Boronda Road Congestion Relief Project – Phase 1 (CIP 9510). To continue receiving SB 1 funds in the next fiscal year, the City must submit a Council-approved resolution with the City's roadway maintenance and rehabilitation project list to the California Transportation Commission (CTC) by July 1, 2025. The proposed list has been selected based on the 5-Year Pavement Preservation Street

List approved by City Council in June of 2024 (Resolution No. 23031). Table 1, below, identifies the proposed projects that will be funded in-part or solely with FY 2025-26 Road Maintenance and Rehabilitation Account revenues:

Table 1: 2026 Pavement Improvements Project

Project Title	Description	Location	Estimated Useful Life	Estimated Schedule
2026 Pavement Improvements Project	Pavement rehabilitation, signage and striping	Abbott St (2950' N/O of Harris Road to City Limit) E Blanco Rd (City Limit to Abbot St) S Sanborn Rd (Fairview Ave to Abbott St) Via Paraiso (Los Palos Dr to La Mesa Dr) Paraiso Ct (Via Paraiso Ct N to Via Paraiso S) San Marino Way (E Romie Ln to Santa Cruz Ave) La Mirada Dr (San Bruno Way to La Mesa Dr) San Angelo Dr (Santa Cruz Ave to La Mesa Dr)	7-10 years	Start design Summer 2025  Complete Construction Winter 2026

Table 2, below, provides the list of previously proposed and adopted projects that may also utilize FY 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the state, its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

Table 2: Previously Approved Projects

Project Title	Description	Location	Estimated Useful Life	Estimated Schedule
Williams Road Undergrounding, Streetscape, & Median Island	Streetscape improvements, utility improvements, road reconstruction, median island, and ADA improvements.	Williams Road from Bardin Road to East Alisal Street.	20-25 years	Preconstruction Design Start January 2024
Boronda Road Congestion Relief Project – Phase 1	Construction of a roundabout at East Boronda Road and McKinnon Street. Includes pedestrian and bicyclist improvements, median islands, pavement rehabilitation, landscaping, utility improvements, signage and striping.	East Boronda Road from Dartmouth Way to 1200 feet East of McKinnon Street	20-25 years	Start Construction July 2024

The City may elect to reprioritize its project list at any time. Formal notification to the CTC of any changes to the list is not required. However, the Project Expenditure Report submitted to the CTC



each year in December will provide an opportunity for the City to communicate such changes to the CTC as part of the regular reporting process.

CEQA CONSIDERATION:

**Not a Project.** The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308:

No. California Government Code §84308 does not apply.

STRATEGIC PLAN INITIATIVE:

The staff recommendation supports the Council's Strategic Goals of Infrastructure and Environmental Sustainability and Public Safety as it provides funding to capital projects for improvements to existing facilities and infrastructure.

DEPARTMENTAL COORDINATION

The Public Works and Finance Departments work closely in tracking SB 1 allocations, budgeting the funds appropriately, and adhering to the reporting requirements of the CTC.

FISCAL AND SUSTAINABILITY IMPACT:

The City is expected to receive approximately \$4.25 Million in Fiscal Year 2025-26, and annually in years thereafter to help fund the City's transportation infrastructure and safety projects.

There is no direct fiscal impact associated with adopting a list of projects for Fiscal Year 2025-26.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

Resolution

**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**A RESOLUTION ADOPTING A LIST OF PROJECTS FOR  
FISCAL YEAR 2025-26 FUNDED BY  
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017**

**WHEREAS**, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by Governor Jerry Brown in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB 1 includes accountability and transparency provisions that will ensure the residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

**WHEREAS**, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City, will receive an estimated \$4,251,330 in RMRA funding in Fiscal Year 2025-26 from SB 1; and

**WHEREAS**, this is the ninth year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

**WHEREAS**, the City has undergone a robust public process to ensure public input into our community's transportation priorities through the presentation of the Pavement Management and Street Selection Policy and the 5-Year Pavement Preservation Street List presentations to the City Council and Finance Committee and through outreach presented to the public for the Active Transportation Plan and the Streetscape Master Plan; and

**WHEREAS**, the City used the 5-Year Pavement Preservation Street List to develop the SB 1 project list to ensure revenues are being used on the most high-priority, equitable, and cost-effective projects that also meet the communities' priorities for transportation investment; and

**WHEREAS**, the funding from SB 1 will help the City maintain and rehabilitate approximately 900,000 square feet of streets/roads, add active transportation infrastructure throughout the City this year and similar projects into the future; and

**WHEREAS**, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets are in an "at higher risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a "good-excellent" condition; and

**WHEREAS**, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Salinas, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues:

Project Title	Description	Location	Estimated Useful Life	Estimated Schedule
2026 Pavement Improvements Project	Pavement rehabilitation, signage and striping	Abbott St (2950' N/O of Harris Road to City Limit) E Blanco Rd (City Limit to Abbot St) S Sanborn Rd (Fairview Ave to Abbott St) Via Paraiso (Los Palos Dr to La Mesa Dr) Paraiso Ct (Via Paraiso Ct N to Via Paraiso S) San Marino Way (E Romie Ln to Santa Cruz Ave) La Mirada Dr (San Bruno Way to La Mesa Dr) San Angelo Dr (Santa Cruz Ave to La Mesa Dr)	7-10 years	Start design Summer 2025  Complete Construction Winter 2026

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:



Project Title	Description	Location	Estimated Useful Life	Estimated Schedule
Williams Road Undergrounding, Streetscape, & Median Island	Streetscape improvements, utility improvements, road reconstruction, median island, and ADA improvements.	Williams Road from Bardin Road to East Alisal Street.	20-25 years	Preconstruction Design Start January 2024
Boronda Road Congestion Relief Project – Phase 1	Construction of a roundabout at East Boronda Road and McKinnon Street. Includes pedestrian and bicyclist improvements, median islands, pavement rehabilitation, landscaping, utility improvements, signage and striping.	East Boronda Road from Dartmouth Way to 1200 feet East of McKinnon Street	20-25 years	Start Construction July 2024

**PASSED AND APPROVED** this 3rd day of June, 2025 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

APPROVED:

\_\_\_\_\_  
Dennis Donohue, Mayor

**ATTEST:**

\_\_\_\_\_  
Patricia M. Barajas, City Clerk



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-185, **Version:** 1

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### **Salinas City Center Improvement Association 2024 Annual Report**

Approve a Resolution accepting and approving the Salinas City Center Improvement Association (SCCIA) 2024 Annual Report.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

---

**DATE:** JUNE 3, 2025

**DEPARTMENT:** COMMUNITY DEVELOPMENT

**FROM:** LISA BRINTON, DIRECTOR

**TITLE:** SALINAS CITY CENTER IMPROVEMENT ASSOCIATION 2024 ANNUAL REPORT

**RECOMMENDED MOTION:**

A motion to approve a Resolution accepting and approving the Salinas City Center Improvement Association (SCCIA) 2024 Annual Report.

**EXECUTIVE SUMMARY:**

The 2024 Annual Report is provided as Attachment 2 to this staff report. The approval of this report is at the discretion of the Council. With Council approval, the SCCIA Annual Report will also provide direction for SCCIA activities and use of assessment district funds in the upcoming fiscal year.

**BACKGROUND:**

In 2015, the City Council and the Board of Supervisors accepted the Salinas Downtown Vibrancy Plan as a strategic planning document to guide the revitalization of downtown Salinas including the government center. That same year, the City Council formed the Salinas Downtown Community Benefit District (CBD) and entered into a Management and Disbursement Agreement with the Salinas City Center Improvement Association (SCCIA) to implement the Management District Plan. SCCIA is to create an annual District budget and policies to comply with the District Plan; prepare and file quarterly and annual reports with the City reflecting compliance with the District Plan; and oversee the day-to-day implementation of District Plan Improvements.

As a CBD, parcels within the District boundary derive special benefit from programs and activities funded by assessments levied against the identified properties. The benefits, identified in the Management District Plan, are special and unique to the parcels within the District because programs and services (i.e. sidewalk operations/beautification; district identity; program management; and contingency/reserve) are provided directly and solely for the benefit of the identified parcels. The objective of providing these special benefits is to keep the District area clean, safe, orderly, attractive, well marketed with special events and programs, and to increase commerce within the CBD boundaries.



The annual levy of assessment in each of the fiscal years referred to in the District Plan are conditioned on the approval, by resolution, of an annual report pursuant Section 36650 of the Property and Business Improvement District (PBID) Law. A summary of SCCIA’s 2024 Annual Report and FY 2023-2024 annual budget follows.

## DISCUSSION:

The 2024 Annual Report covers the period from December 1, 2023, to November 30, 2024. The financial statement for this time-period is part of the Annual Report (Attachment 2). Total revenue during this period was \$452,060.89, which includes \$445,864.08 in assessments and \$6,196 in interest. Total expenditures in FY 2023-2024 were \$45,596.65 resulting in a remaining net income of (\$3,535.76) and ending Cash Balance FY 2023-2024 of \$214,340.79. Table 1 below provides a breakdown of expenditures by program area for the reporting period.

**Table 1: 2023-2024 Operating Expenses**

<b>PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN</b>	<b>PERCENTAGE OF ANNUAL BUDGET</b>	<b>2024 EXPENDITURES</b>
Sidewalk Operations, Beautification and Order	63%	\$ 290,020.79
District Identity and Streetscape Improvement	17%	\$ 77,183.71
Administration/Corporate Operations	19%	\$ 83,288.65
Contingency/City and County Fees/Reserves/Special projects	1%	\$ 5,103.50
<b><i>TOTAL</i></b>		<b><i>\$ 455,596.65</i></b>

SCCIA 2024 program accomplishments and 2025 goals are outlined in the Annual Report (Attachment 2). Goals and accomplishments are organized by committee/program area. A summary of highlights is provided below. The entire list of accomplishments and goals by committee is provided in the attached Annual Report.

## **2023-2024 Accomplishments Summary**

### Sidewalk Operations, Beautification and Order

- Continued to contract with Allied Security to provide foot patrol six days per week.
- Continued to contract with Smith & Enright for landscaping and sidewalk maintenance Services, including trimming, weeding, sweeping, blowing, and debris pick up.
- Replaced several trees, provided tree maintenance, and secured quotes to refurbish several tree wells and planter boxes.
- Replaced electrical outlets to prevent stealing of electricity on 200 and 300 blocks.

#### District Identity/Sidewalk Improvements

- New District Coordinator position added to develop a Downtown merchant group.
- Shifted Holiday tree lighting to occur with Shop Small Saturday for a larger impact.
- Enhanced alley activation installations and coordinated the installation of two murals.
- Partnered with Blue Zones on Hopscotch installation.

#### Land Use

- Collected records from other California cities related to their Downtown Parking management programs and discussed possible approach and timing for parking study with City Planning.
- Continued to track Salinas Kick Start Project Phase 2 and 3 and planning for the train station.
- Continued to work with business owners and the City to resolve regulatory obstacles to installation of signs.

### **2024-2025 Goals Summary**

#### Sidewalk Operations, Beautification and Order

- Evaluated the effectiveness of the current pressure washing program.
- Sought grant funding for additional tree work, including tree planting.
- Issued RFP for security services for FY 24/25.

#### District Identity/Sidewalk Improvements

- Produced video media promoting downtown.
- Installed additional murals and sculptures downtown.
- Created more conversation areas with furniture.
- Repainted all planters in Melody Ln and Harmony Ln.
- Created a Food & Drink Bingo card for downtown establishments.
- Continued to add more organizations to the banner program, including local schools.

#### Land Use

- Supported and advocate for continued implementation of the Downtown Vibrancy Plan.
- Evaluated a revenue-neutral, vibrancy-oriented, publicly accountable parking management program.
- Pursued public and private policies that promote and highlight historical, cultural, and aesthetic aspects of Downtown Salinas

### **2024-2025 Operating Budget**

The SCCIA Board approved the 2024-2025 Operating Budget provided on page 73 of the Annual Report (Attachment 2). Total Revenue for FY 2024-2025 is estimated to be \$484,948 which is \$494,845, minus collection loss of \$9,897. The projected expenses are estimated at \$563,768 for FY 2024-2025 leaving a projected ending balance of \$135,520. Operating expenditures are broken down by program/activity area in Table 2 below.

**Table 2: 2024-2025 Operating Expenditures**

<b>PROGRAM OR ACTIVITY FUNDED BY THE DOWNTOWN</b>	<b>PERCENTAGE OF ANNUAL BUDGET</b>	<b>PROPOSED 2025 EXPENDITURES</b>
Sidewalk Operations, Beautification and Order	60%	\$ 334,018
District Identity and Streetscape Improvement	22%	\$ 129,000
Administration/Corporate Operations	14%	\$ 95,750
Contingency/City and County Fees/Reserves/Special projects	4%	\$ 5,000
<b><i>TOTAL</i></b>		<b><i>\$ 563,768</i></b>

### **2025-2026 Annual Assessment**

The 2015 Engineers Report and Management District Plan includes the formula and methodology for calculating annual assessment amounts. The assessment amount is based upon a benefit calculation by linear frontage on all sides of the parcels that receive benefit; lot or parcel square footage; and building square footage. As permitted in the District's Engineer's Report, the SCCIA Board has approved an annual inflationary assessment rate increase of three percent (3.0%) for FY 2025-2026. No boundary changes of the CBD Area are proposed. Levy of assessment for FY 2025-2026 is based on the following calculations.

- Linear frontage - Benefit Zone 1                      \$5.5832 per linear foot/year
- Linear frontage - Benefit Zone 2                      \$3.8971 per linear foot/year
- Lot size or the footprint of the parcel                \$0.074983 per square foot/year
- Building square footage                                \$0.094383 per square foot/year

The calculated assessment amount by Assessor's Parcel Number (APN) for FY 2025-2026 is included in the Annual Report (Attachment 2). Based on the above calculations, the estimated total assessment amount to be collected in FY 2025-2026 is \$509,687.55.

As stated in the Background section of this report, the annual levy of assessment in each of the fiscal years referred to in the District Plan are conditioned on the approval, by resolution, of an annual report pursuant Section 36650 of the Property and Business Improvement District (PBID) Law. The approval of such report is at the discretion of the Council.

### **CEQA CONSIDERATION:**

The recommended action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). Any subsequent discretionary projects resulting from implementation of DVP recommendations will be assessed for CEQA applicability.



CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

Downtown Vibrancy Plan implementation, including the operation of SCCIA as a CBD, most closely aligns with the 2025-2028 City Council Goals and Strategic Plan initiatives of Economic Development through the revitalization of commercial areas through targeted initiatives, private investment and community partnerships. CBD assessments are used to provide an enhanced level of service to improve the appearance, cleanliness, and safety in the SCCIA district to support a vibrant downtown.

DEPARTMENTAL COORDINATION:

Community Development staff coordinated with SCCIA to prepare this report.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct fiscal or sustainability impact associated with the receipt and acceptance of this report. The City will pass the assessments collected by the County of Monterey through to SCCIA to be used in accordance with the approved District Management Plan and 2024-2025 annual budget

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
n/a	n/a	n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

1. Resolution accepting and approving the SCCIA FY 2024 Annual Report
2. SCCIA 2024 Annual Report
3. CBD Map

**RESOLUTION NO. \_\_\_\_\_ (N.C.S.)**

**A RESOLUTION ACCEPTING AND APPROVING THE SALINAS CITY CENTER  
IMPROVEMENT ASSOCIATION 2024 ANNUAL REPORT FOR THE DOWNTOWN  
SALINAS COMMUNITY BENEFIT DISTRICT AREA**

**WHEREAS**, on December 16, 2014, the City Council adopted Ordinance No. 2556, the City of Salinas' Community Benefit District Ordinance, authorizing the City to establish a Community Benefit District ("CBD") for up to 20 years to enhance the security, safety, appearance, and economic viability within such districts; and

**WHEREAS**, the Ordinance authorizes the City to levy and collect assessments on real property within such districts for the purpose of providing improvements and promoting activities that specially benefit real property within such districts; and

**WHEREAS**, the Ordinance authorizes the City to use the procedures set forth in the Property and Business Improvement District Law of 1994 (Streets & Highways Code sections 36600 et seq., the "PBID Law") as modified by the Ordinance for purposes of forming an assessment district; and

**WHEREAS**, Articles XIIC and XIID of the California Constitution and Section 53753 of the California Government Code (Proposition 218 Omnibus Implementation Act) also impose certain procedural and substantive requirements relating to the notice, protests and hearing requirements pertaining to new or increased assessments; and

**WHEREAS**, on May 26, 2015, the City Council adopted a Resolution of Intention (Resolution No. 577) to form the Salinas Downtown Community Benefit District (the "District" or "CBD"). This action included adoption of a District Management Plan and Engineer's Assessment Report and direction to the City Clerk to mail ballot packets and notice of the public hearing to be held on July 21, 2015, to the proposed district property owners; and

**WHEREAS**, on July 21, 2015, the City Council adopted Resolution No. 20808 certifying the positive results of a duly held election process confirming that the majority of property owners within the District agreed to its formation; and

**WHEREAS**, on July 11, 2017, the City Council adopted Resolution No. 21226 N.C.S. amending 2015 Engineer's Report to add two properties to the District; and

**WHEREAS**, the boundaries of the Downtown Salinas CBD are as shown on the map attached, which is incorporated herein by this reference. No additional boundary changes to the CBD Area are proposed; and

**WHEREAS**, the 2015 Engineers Report and District Management Plan include the formula and methodology for calculating annual assessment amounts. The assessment amount is based upon a benefit calculation by linear frontage on all sides of the parcels that receive benefit; lot or parcel square footage; and building square footage; and

**WHEREAS**, as permitted in the District’s Engineer’s Report, the SCCIA Board has approved an annual inflationary assessment rate increase of three and a half percent (3.5%) to the method of assessment for FY 2024-2025; and

**WHEREAS**, on June 3, 2025, the Salinas City Council of the City of Salinas considered the 2023-2024 Annual Report submitted by Salinas City Center Improvement Association on April 28, 2025, in accordance with the Management and Disbursement Agreement with the City; and

**WHEREAS**, the recommended action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines section 15378). Any subsequent discretionary projects resulting from implementation of DVP recommendations will be assessed for CEQA applicability.

**NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL:**

SECTION 1. That the 2024 SCCIA Annual Report for the Salinas Downtown Community Benefit District and 2024-2025 Operating Budget is confirmed as originally filed.

SECTION 2. The SCCIA Board has approved an annual inflationary assessment rate increase of three percent (3.0%) to the method of assessment for FY 2025-2026. Assessment calculations provided in the 2024 Annual Report shall constitute the levy of assessments for the Salinas Downtown Community Benefit District for FY 2025-2026.

SECTION 3. The revenue received by levy of an assessment within the Salinas Downtown CBD in FY 2025-2026 shall be used only for purposes specifically permitted by the PBID Law and for no other purposes.

SECTION 4. The name of the business improvement area is “Salinas Downtown Community Benefit District”, and its boundaries are as shown on the map attached, which is incorporated herein by this reference.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

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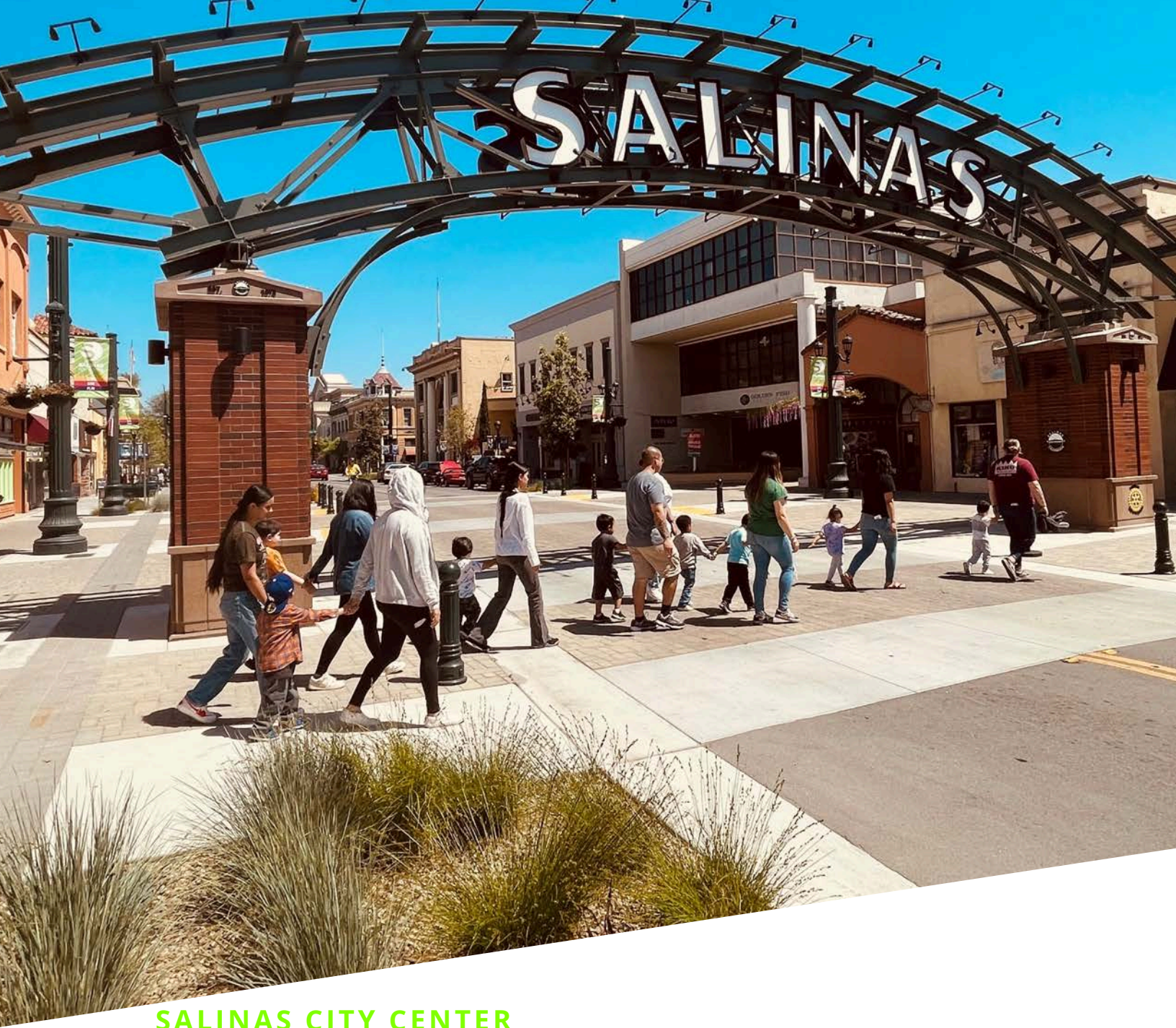
Dennis Donohue, Mayor



**ATTEST:**

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Patricia M. Barajas, City Clerk



SALINAS CITY CENTER  
IMPROVEMENT ASSOCIATION

# 2024 ANNUAL REPORT

10B MIDTOWN LANE, SALINAS CA 93901





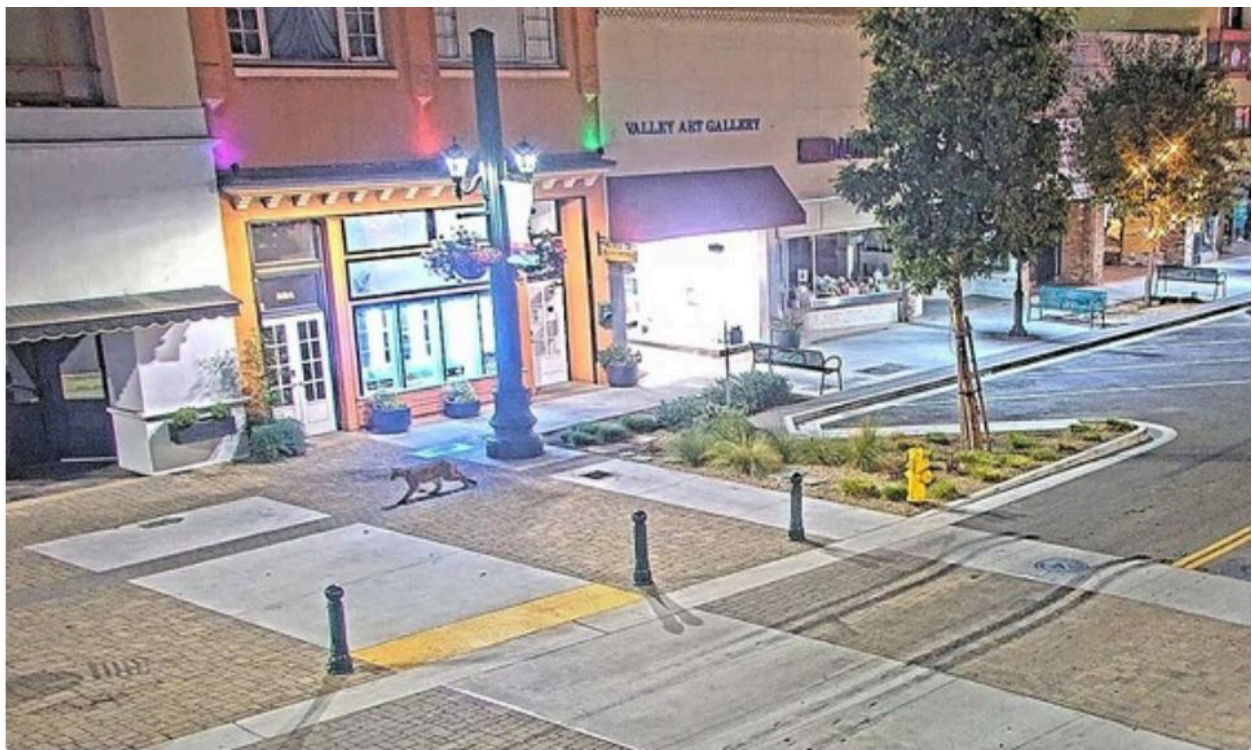


## Executive Summary

Salinas City Center is the cultural soul of Salinas. Every year hundreds of events come downtown to enjoy the clean, safe, and vibrant streets created by the Salinas City Center.

Salinas City Center acts as an economic multiplier with investment dollars. By consolidating special district assessments we are able to create a value-add proposition for all property owners in the district.

This investment is enabling the revitalization of the downtown district. Even the Mountain Lions want to be part of Salinas City Center.



*Mountain Lion sighting by 222 Main St.*





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## About the Salinas City Center Improvement Association

In 2015, downtown property owners voted to form an improvement district and to assess their properties. Early in 2016, the property owners formed a 501(c)3 public benefit corporation called Salinas City Center Improvement Association (SCCIA). SCCIA is now up and running, with a district manager, maintenance employees, and a full slate of volunteers working hard to implement the vision for a vibrant downtown.

There are two distinct areas of investment that are funded from properties within the district, consisting of Sidewalk Operations, Beautification, and Order (SOBO) and District Identity and Streetscape Improvements (DISI). Both are supported by a volunteer committee to develop their programs. A third committee, Land Use, works to promote City, County, and Public Agency cooperation for new development and planning.

Property owners through SCCIA desire to positively affect downtown Salinas by collectively advancing the Vibrancy Plan originally set out by the City. Our goal is to create a vibrant business, retail and entertainment center that all of Salinas can come to and enjoy. We support development of new residential units, increased foot traffic, public engagement with the downtown, and a thriving retail sector with bustling restaurants, bars, and coffee shops. We want the district to be a welcoming and exciting place for professionals, students, visitors, and residents alike. We embrace the rich culture and history of our people and our town.

This modern, urban environment is achieved through a series of measures, including beautification, safety, and cleanliness as well as developing a strong district identity with marketing campaigns.

The SCCIA Board of Directors welcomes and encourages public input and participation in issues that affect our community. For more information on how you can get involved, please contact District Coordinator Greg Hamer.





## Area Map





## Board

The current board is composed of 13 directors. Per the bylaws of the organization, two thirds of the members are property owners, or their designated appointee. Each director is elected for a period of 2 years with no term-limits. Elections are held each year.

Board President	Audrey Wardwell	audrey@36northproperties.com
Board Vice President	Amy Salmina	amy@coastandvalleypm.com
Board Treasurer	Greg Piini	greg@piinirealty.com
Board Secretary	Katy Castagna	katy.castagna@unitedwaymcca.org
Board Member	Frank Saunders	franksaunders8@gmail.com
Board Member	Jay DeSerpa	jay@deserpa.com
Board Member	Ruth Rodriguez	rrodriguez@chispahousing.org
Board Member	Steve Ish	sish@taylorfarms.com
Board Member	Jason Retterer	jretter30@hotmail.com
Board Member	Larry Bussard	larrybussard299@gmail.com
Board Member	Peter Kasavan	pk@kasavanarch.com
Board Member	Tom Bennett	tom.golfer@gmail.com
Board Member	Willette Jones	willette.jones@icloud.com





## Why Salinas City Center?

Salinas City Center is a vibrant part of Salinas. Thousands of people flock to the growing beer scene, active nightlife, and to the many events spread throughout the year. It is home to our local city government, Monterey County offices, Monterey County Superior Court, Taylor Farms, and nearly 200 other small businesses!



*Salinas Arch for the 4th of July.*





## Economy

### Shopping, Business, & Professional Services

Salinas City Center is home to businesses, both large and small. The majority of businesses are service based, followed by food and beverage establishments, and retail stores. Hundreds of employees work at these businesses.

Salinas City Center is less than 1% the size of the City of Salinas. In that small size, we have more than 4% of all businesses registered in Salinas. Businesses choose Salinas City Center to be close to their customers, other amenities, and to be part of a vibrant community!

	Zone1	Zone2	Total
<b>Sorted Businesses</b>	<b>107</b>	<b>127</b>	<b>235</b>
<b>Retail</b>	<b>16</b>	<b>16</b>	<b>32</b>
Bookstore	1	0	1
Children's Clothing	0	1	1
Consumer Goods	6	8	14
Footwear	1	0	1
Furniture	1	0	1
Jewelry	2	1	3
Liquor & Tobacco	0	3	3
Mens Clothing	1	0	1
Womens Clothing	4	3	7
<b>Health</b>	<b>4</b>	<b>4</b>	<b>8</b>
Doctor	1	1	2
Gym	0	1	1
Health Services	2	1	3
Medical Clinic	0	1	1
Pharmacy	1	0	1
<b>Property</b>	<b>5</b>	<b>4</b>	<b>9</b>
Contractor	2	1	3
Management	3	3	6
<b>Food &amp; Drink</b>	<b>22</b>	<b>18</b>	<b>40</b>
American	5	2	7



Bakery	0	4	4
Bar	3	1	4
Catering	0	1	1
Chinese	0	1	1
Coffee Shop/Tea Room	3	3	6
German	1	0	1
Italian	2	1	3
Japanese	1	1	2
Mexican	5	4	9
Tap/Tasting Room	2	0	2
<b>Services</b>	<b>55</b>	<b>83</b>	<b>138</b>
Business	16	20	36
Financial	3	3	6
Grooming	15	13	28
Insurance	3	1	4
Legal	2	14	16
Non-Profit	5	11	16
Personal	4	8	12
Pet Grooming	1	0	1
Real Estate	6	13	19
<b>Art &amp; Entertainment</b>	<b>6</b>	<b>2</b>	<b>8</b>
Casino	0	1	1
Cinema	1	0	1
Gallery	2	1	3
Museum	1	0	1
Theater	2	0	2

## Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
Art & Entertainment	Casino	<a href="#">Bankers Casino</a>	<a href="#">111 Monterey St</a>		<a href="#">@bankers.casino.salinas</a>
Art & Entertainment	Cinema	<a href="#">Maya Cinemas</a>	<a href="#">153 Main St</a>	<a href="#">@mayacinemas</a>	<a href="#">@mayacinemas</a>
Art & Entertainment	Gallery	<a href="#">Valley Art Gallery</a>	<a href="#">218 Main St</a>	<a href="#">@100063644679105</a>	<a href="#">@salinasvalleyartgallery218main</a>
		<a href="#">CoLab Studio</a>	<a href="#">Midtown Ln</a>		
		<a href="#">Arts Council Of Monterey County</a>	<a href="#">262 Main St</a>	<a href="#">@arts4mc</a>	<a href="#">@arts4mc</a>
Art & Entertainment	Museum	<a href="#">National Steinbeck Center</a>	<a href="#">1 Main St</a>	<a href="#">@nationalsteinbeckcenter</a>	<a href="#">@steinbeckcenter</a>
Art & Entertainment	Theater	<a href="#">ARIEL Theatrical</a>	<a href="#">320 Main St</a>	<a href="#">@arieltheatrical</a>	<a href="#">@arieltheatrical</a>
		<a href="#">The Fox Theater</a>	<a href="#">241 Main St</a>	<a href="#">@foxtheatersalinas</a>	<a href="#">@fox_theater_salinas</a>
Food & Drink	American	★ <a href="#">First Awakenings</a>	<a href="#">171 Main St</a>	<a href="#">@firstawakenings</a>	<a href="#">@firstawakeningspg</a>
		★ <a href="#">Alvarado On Main</a>	<a href="#">301 Main St</a>	<a href="#">@asbonmain</a>	<a href="#">@asbonmain</a>
		<a href="#">Karnaval Cafe</a>	<a href="#">145 Main St</a>	<a href="#">@karnavalsalinas</a>	<a href="#">@karnavalsalinas</a>
		<a href="#">Portobello's on Main</a>	<a href="#">150 Main St 116</a>		<a href="#">@portobellosonmain</a>
		<a href="#">Amapola Kitchen And Wine Merchant</a>	<a href="#">32 W Gabilan St</a>		
		<a href="#">The Growers Pub</a>	<a href="#">227 Monterey St</a>	<a href="#">@GrowersPub</a>	<a href="#">@thegrowerspub</a>
		<a href="#">Dudley's Restaurant</a>	<a href="#">258 Main St</a>		
Food & Drink	Bakery	<a href="#">The Bakery Station</a>	<a href="#">202 Monterey St</a>	<a href="#">@thebakerystation</a>	<a href="#">@TheBakeryStation</a>
		<a href="#">Energy All Day</a>	<a href="#">317 Salinas St</a>	<a href="#">@nrgallday</a>	<a href="#">@energy_all_day</a>
		<a href="#">Otto's Bread Co</a>	<a href="#">215 Monterey Str</a>	<a href="#">@ottosbread</a>	<a href="#">@ottosbread</a>
		<a href="#">Dollycakes And Supplies</a>	<a href="#">343 Monterey St</a>	<a href="#">@DCandSupplies</a>	<a href="#">@_dollycakes_</a>
Food & Drink	Bar	<a href="#">201 Main</a>	<a href="#">201 Main St</a>	<a href="#">@201MAIN</a>	<a href="#">@201MAIN</a>
		<a href="#">Dubber's Oldtown Bar And Grill</a>	<a href="#">173 Main St</a>	<a href="#">@DubbersOldtown</a>	<a href="#">@dubbers_oldtown_bar_and_grill</a>
		<a href="#">XL Public House</a>	<a href="#">127 Main St</a>	<a href="#">@XLPublichouse</a>	<a href="#">@xlpublichouse</a>
		<a href="#">Kings Den</a>	<a href="#">22 W Alisal St</a>	<a href="#">@100067203180097</a>	
Food & Drink	Catering	<a href="#">The Valley Restaurant &amp; Catering</a>	<a href="#">9 E San Luis St</a>		<a href="#">@thevalleyrestaurantandcatering</a>
Food & Drink	Chinese	<a href="#">Eagle Restaurant</a>	<a href="#">26 W Alisal St</a>		
Food & Drink	Coffee Shop/Tea Room	<a href="#">The Bearded Bean</a>	<a href="#">210 Main St</a>	<a href="#">@thebeardedbeanllc</a>	<a href="#">@thebeardedbean</a>
		<a href="#">Cherry Bean Coffee House</a>	<a href="#">332 Main St</a>		
		<a href="#">Starbucks Coffee</a>	<a href="#">150 Main St</a>		<a href="#">@starbucks.taylorfarms</a>
		<a href="#">Starbucks Coffee</a>	<a href="#">27 John St</a>		
		<a href="#">Gold Leaf Spice &amp; Teas</a>	<a href="#">8 W Gabilan St 1/2</a>	<a href="#">@goldleafspicenteas</a>	<a href="#">@goldleaf teas</a>
		<a href="#">Villa Rivera Café</a>	<a href="#">142 W Alisal St</a>	<a href="#">@villariveracafe</a>	<a href="#">@villariveracafe</a>
Food & Drink	German	<a href="#">Patria</a>	<a href="#">228 Main St</a>	<a href="#">@PatriaOldtownSalinas</a>	
Food & Drink	Italian	<a href="#">Mangia!</a>	<a href="#">328 Main St</a>	<a href="#">@mangiaeatonmain</a>	<a href="#">@mangiaeatonmain</a>
		<a href="#">La Casa Sorrento Pizzeria</a>	<a href="#">393 Salinas St</a>	<a href="#">@casasorrentopizzeria</a>	<a href="#">@casasorrento831</a>
		<a href="#">Heirloom Pizza</a>	<a href="#">344 Main St</a>	<a href="#">@heirloompizzaco</a>	<a href="#">@heirloompizzaco</a>
Food & Drink	Japanese	<a href="#">Sushi Daruma</a>	<a href="#">216 Main St</a>	<a href="#">@100063562551666</a>	<a href="#">@sushi_daruma</a>



## Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
Food & Drink	Mexican	<a href="#">Kokoro Sushi</a>	<a href="#">36 W Gabilan St</a>	<a href="#">@100063670929001</a>	<a href="#">@kokorosushi831</a>
		★ <a href="#">Mi Tierra Restaurant</a>	<a href="#">129 Main St</a>	<a href="#">@mitierrasalinas</a>	<a href="#">@mitierrasalinas</a>
		<a href="#">El Colibri</a>	<a href="#">343 Main St</a>	<a href="#">@gordonscafeandcatering</a>	
		★ <a href="#">Michael's Grill &amp; Taqueria</a>	<a href="#">321 Main St</a>		<a href="#">@michaelsgrilltaqueria</a>
		★ <a href="#">Villa Azteca</a>	<a href="#">157 Main St</a>	<a href="#">@VillaAztecaRestaurant</a>	<a href="#">@villa_azteca</a>
		Burrito King Taqueria	<a href="#">8 Midtown Ln</a>	<a href="#">@Taqueria-El-Burrito-King</a>	
		Tacos Don Beto	<a href="#">42 W Gabilan St</a>		<a href="#">@tacosdonbeto</a>
		Mama Lupita's	<a href="#">321 Salinas St</a>	<a href="#">@116182195072772</a>	<a href="#">@mamalupitas321</a>
		La Gran Diabla	<a href="#">131 Main St</a>		<a href="#">@lagrandiabila</a>
		El Chilacatazo	<a href="#">337 Monterey St</a>	<a href="#">@100094008542581</a>	<a href="#">@elchilacatazo.0222</a>
Food & Drink	Tap/Tasting Room	Farmers Union Pour House	<a href="#">217 Main St</a>	<a href="#">@FarmersUnionPourHouse</a>	<a href="#">@farmersunionpourhouse</a>
		Brew-N-Krew Ale House	<a href="#">155 Main St</a>	<a href="#">@brewandcrewsalinas</a>	<a href="#">@brewandcrewsalinas</a>
Health	Doctor	<a href="#">Baar Chiropractic</a>	<a href="#">2 Salinas St A</a>		
		<a href="#">Central Coast Audiology, Inc.</a>	<a href="#">307 Main St 240</a>	<a href="#">@ccaudiology</a>	
Health	Gym	<a href="#">Reborn Fit</a>	<a href="#">25 E Gabilan St</a>		<a href="#">@reborn_fit</a>
Health	Health Services	<a href="#">Flow Cryotherapy</a>	<a href="#">311 Salinas St</a>	<a href="#">@flowcryotherapy</a>	<a href="#">@flowcryo831</a>
		<a href="#">Select Cal Physical Therapy</a>	<a href="#">408 Main St</a>		
		<a href="#">Behavioral Intervention Associates</a>	<a href="#">356 Main Str</a>	<a href="#">@bia4autism</a>	<a href="#">@bia4autism</a>
Health	Medical Clinic	La Gloria Medical Clinic	<a href="#">2 Salinas St</a>		
Health	Pharmacy	<a href="#">All Care Pharmacy</a>	<a href="#">331 Main St</a>	<a href="#">@AllcarePharmacyandMedicalSupply</a>	
Property	Contractor	<a href="#">Pio Construction</a>	<a href="#">374 Main St</a>		<a href="#">@piomconstructioninc</a>
		<a href="#">Slam A Door</a>	<a href="#">137 Monterey St</a>		
		<a href="#">Swinerton Builders</a>	<a href="#">307 Main St</a>		
Property	Management	<a href="#">Coast &amp; Valley Properties, Inc</a>	<a href="#">376 Main St</a>	<a href="#">@CoastandValleyPropertiesInc</a>	<a href="#">@coastandvalleyproperties</a>
		<a href="#">36 North Property Management</a>	<a href="#">369 Main St 212</a>	<a href="#">@36NorthPropertyManagement</a>	<a href="#">@36northproperties</a>
		<a href="#">Jay Deserpa &amp; Assoc</a>	<a href="#">416 Main St</a>		
		Alpha Property Management	<a href="#">5 E Gabilan St</a>		
		<a href="#">Piini Realty</a>	<a href="#">263 Lincoln Ave</a>		
		<a href="#">Kobrinisky Group</a>	<a href="#">235 Monterey St</a>		
Retail	Bookstore	★ <a href="#">Downtown Book &amp; Sound</a>	<a href="#">213 Main St</a>	<a href="#">@DowntownBookandSound</a>	<a href="#">@downtownbookandsound</a>
Retail	Children's Clothing	<a href="#">Oh! Baby</a>	<a href="#">335 Monterey St</a>	<a href="#">@ohbabysalinas</a>	<a href="#">@ohbabysalinas</a>
Retail	Consumer Goods	Gifts On The Go	<a href="#">150 Main St 112</a>	<a href="#">@giftsonthegosalinasca</a>	<a href="#">@giftsonthegosalinasca</a>
		Kerri'S Co-Op Chicks	<a href="#">345 Main St</a>	<a href="#">@DGSSCC</a>	<a href="#">@kerris_co_op_chicks</a>
		<a href="#">Green's Camera World</a>	<a href="#">350 Main St</a>	<a href="#">@greencameraworld</a>	
		<a href="#">Apotheca</a>	<a href="#">9 E Gabilan St</a>		<a href="#">@apotheca.dot</a>
		<a href="#">Valley Bikes</a>	<a href="#">64 W Alisal St</a>	<a href="#">@ValleyBike</a>	<a href="#">@valleybikes831</a>

# Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
		<a href="#">Bobcat Bicycles</a>	<a href="#">141 Monterey St</a>	<a href="#">@bobcatbicycles</a>	<a href="#">@bobcatbicycles</a>
		<a href="#">MP Vacuum</a>	<a href="#">233 Salinas St</a>	<a href="#">@MPVACUUM</a>	<a href="#">@mpvacuum</a>
		Old Town Antiques	<a href="#">202 Main St</a>	<a href="#">@SalinasOTA</a>	<a href="#">@salinasoldtownantiques</a>
		<a href="#">Valley Trophy &amp; Detectors</a>	<a href="#">256 Main St</a>	<a href="#">@ValleyTrophiesInc</a>	
		<a href="#">Zum Zum Tea</a>	<a href="#">35 Stone St</a>		
		<a href="#">Benjamin Moore Paints</a>	<a href="#">333 Main St</a>		
		<a href="#">The D.J. Booth</a>	<a href="#">345 Monterey St</a>	<a href="#">@djboothmusicco</a>	
		<a href="#">Max Fit Nutrition</a>	<a href="#">341 Monterey St</a>		
		Eli'S Amazing Deals	<a href="#">329 Monterey St</a>		
Retail	Footwear	<a href="#">Beck's Shoes and Repair</a>	<a href="#">354 Main St</a>		
Retail	Furniture	Casona On Main	<a href="#">150 Main St</a>	<a href="#">@casonaonmain</a>	<a href="#">@casonaonmain</a>
Retail	Jewelry	<a href="#">Lee's Jewelers</a>	<a href="#">319 Main St</a>	<a href="#">@LeesJewelers</a>	
		<a href="#">McWherter's Jewelers</a>	<a href="#">236 Main St</a>	<a href="#">@McWhertersJewelers</a>	<a href="#">@mcwhertersjewelers</a>
		<a href="#">Tony's Jewelry</a>	<a href="#">219 Monterey St</a>	<a href="#">@FollowTonysJewelry</a>	<a href="#">@tonysjewelry1</a>
Retail	Liquor & Tobacco	Central Liquor	<a href="#">118 Central Ave</a>		
		Grapes N Grain	<a href="#">385 Salinas St</a>	<a href="#">@100070091380531</a>	
		Hi-Life Smokes	<a href="#">349 Monterey St</a>		
Retail	Mens Clothing	Julian'S Tailor Shop	<a href="#">272 Main Str</a>		
Retail	Womens Clothing	<a href="#">Head over Heels</a>	<a href="#">248 Main St</a>	<a href="#">@headoverheels831</a>	<a href="#">@headoverheels831</a>
		Vintage Blossom Boutique	<a href="#">150 Main Street #130</a>	<a href="#">@vintageblossomboutique</a>	<a href="#">@vintageblossomboutique</a>
		Redefined Bridal	<a href="#">10 W Gabilan St</a>	<a href="#">@RedefinedClothing</a>	<a href="#">@RedfinedClothing</a>
		<a href="#">Scarlet Carnation</a>	<a href="#">7 E Gabilan St</a>	<a href="#">@scarletcarnation</a>	<a href="#">@scarletcarnation</a>
		<a href="#">Ber Blue Boutique</a>	<a href="#">237 Salinas St #2</a>		<a href="#">@berblue.boutique</a>
		AK Fashion	<a href="#">246 Main St</a>		<a href="#">@ak_fashiionn</a>
		★ <a href="#">Bliss Boutique</a>	<a href="#">266 Main St</a>	<a href="#">@BlissBoutique</a>	<a href="#">@bliss_boutique</a>
Services	Business	<a href="#">Salinas Valley Chamber Of Commerce</a>	<a href="#">119 E Alisal St</a>	<a href="#">@SalinasValleyChamberofCommerce</a>	<a href="#">@salinaschamber</a>
		<a href="#">Adaptive Is</a>	<a href="#">376 Main St</a>	<a href="#">@100040878776211</a>	<a href="#">@adaptive_information_systems</a>
		<a href="#">Balance Staffing</a>	<a href="#">313 Main St A</a>	<a href="#">@balancestaffingfirm</a>	
		<a href="#">Maureen Wruck Planning Llc</a>	<a href="#">21 W Alisal St # 111</a>		
		<a href="#">Tmd Creative</a>	<a href="#">90 W Alisal St</a>	<a href="#">@tmdcreative</a>	<a href="#">@tmdcreative</a>
		<a href="#">Express Employment Professionals</a>	<a href="#">45 W Alisal St</a>	<a href="#">@ExpressEmploymentProfessionals</a>	
		<a href="#">Mp Express</a>	<a href="#">324 Lincoln Ave</a>		
		<a href="#">Full Steam Staffing</a>	<a href="#">45 W Alisal St</a>	<a href="#">@FullSteamStaffingCorprate</a>	<a href="#">@fullsteamstaffing</a>
		Monterey County Surveyors	<a href="#">324 Lincoln Ave</a>		
		<a href="#">A&amp;G Facility Services Llc</a>	<a href="#">161 Main St Ste 3</a>		<a href="#">@agfacilityservices</a>
		Abe - Signs	<a href="#">6 W Gabilan St Ste 2</a>	<a href="#">@ABESigns</a>	

# Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
		<a href="#">B-Impressed Branding Solutions</a>	<a href="#">351 Main St</a>	<a href="#">@bimpressedbrandingsolutions</a>	
		Balance Managed Services Llc	<a href="#">313 Main St A</a>		
		Balance Staffing Workforce, Llc	<a href="#">313 Main St A</a>		
		Central Coast Engineers, Inc.	<a href="#">21 W Alisal St # 119</a>		
		<a href="#">Copy Mat</a>	<a href="#">44 W Gabilan St</a>		
		<a href="#">Elkhorn Packing</a>	<a href="#">60 W Market St</a>		
		<a href="#">ISA In Studio Architecture</a>	<a href="#">250 Main St</a>		
		<a href="#">Itradenetwork</a>	<a href="#">307 Main St 100</a>	<a href="#">@iTradeNetworkInc</a>	
		<a href="#">Latitude 36 Foods, Llc</a>	<a href="#">17 E Gabilan St</a>	<a href="#">@latitude36foods</a>	<a href="#">@latitude36foods</a>
		LAZ Parking			
		<a href="#">One Workplace</a>	<a href="#">325 Main St</a>		<a href="#">@oneworkplace</a>
		<a href="#">Structural Design Services And Engineer</a>	<a href="#">6 W Gabilan St</a>		
		★ <a href="#">Taylor Farms</a>	<a href="#">150 Main St</a>	<a href="#">@taylorfarms</a>	<a href="#">@yourtaylorfarms</a>
		<a href="#">Western Growers Innovation Center</a>	<a href="#">150 Main St #130</a>	<a href="#">@wgcit</a>	
		<a href="#">Kasavan Architect</a>	<a href="#">60 W Market St</a>		
		Peartree + Belli Architects	<a href="#">235 Monterey St</a>		
		Taylor Farms California	<a href="#">150 Main St 500</a>		
		Taluban Engineering, Inc	<a href="#">103 Church St</a>		
		<a href="#">Mag One Media, Inc</a>	<a href="#">369 Main St 201</a>		
		Soil Surveys Group, Inc	<a href="#">103 Church St</a>		
		<a href="#">Ingraham &amp; Contreras</a>	<a href="#">412 Main St</a>		
		<a href="#">Viva Billing &amp; Consulting, Inc</a>	<a href="#">416 Main St B</a>		
		Valley Express Llc	<a href="#">9 W Gabilan St 15</a>		
		Events By Vero	<a href="#">364 Main St</a>		<a href="#">@eventsbyvero</a>
		<a href="#">Harris &amp; Associates</a>	<a href="#">60 W Alisal St</a>		
Services	Financial	<a href="#">Hastie Financial Group</a>	<a href="#">307 Main St</a>	<a href="#">@HastieFinancialGroup</a>	<a href="#">@hastiefinancialgroup</a>
		<a href="#">Mechanics Bank</a>	<a href="#">307 Main St #200</a>	<a href="#">@MechanicsBank1905</a>	<a href="#">@mechanics_bank</a>
		Golden Gate Bookkeeping	<a href="#">344 Salinas St # 111</a>		
		<a href="#">Taxpoa</a>	<a href="#">344 Salinas St # 105A</a>		
		<a href="#">The Gladstone Companies</a>	<a href="#">17 E Gabilan St</a>	<a href="#">@TheGladstoneCompanies</a>	
		<a href="#">Pacific Valley Bank</a>	<a href="#">422 Main St</a>		
Services	Grooming	<a href="#">Aqua Blue</a>	<a href="#">229 Main St</a>	<a href="#">@aquabluespas</a>	<a href="#">@aquabluespa</a>
		<a href="#">Nails By Norma</a>	<a href="#">364 Main St</a>	<a href="#">@NailsbyNorma</a>	<a href="#">@_nailsbynorma</a>
		Shear Beauty	<a href="#">319 Main St</a>		<a href="#">@hairby.lg2</a>
		Clippers Hair Salon	<a href="#">355 Main St</a>		
		Hair Studio 212	<a href="#">212 Main St</a>		



## Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
		Tu Estilo Hair Boutique	<a href="#">242 Main St</a>		
		<a href="#">Beauty by Acacia</a>	<a href="#">5 Midtown Ln</a>		<a href="#">@beautybyacacia</a>
		Hair Creations by Juan Perez	<a href="#">7 Midtown Ln</a>		
		Hair Care Salon	<a href="#">391 Salinas St</a>		
		Tulip Nails	<a href="#">389 Salinas St</a>		<a href="#">@tulipnails_07</a>
		<a href="#">House Of Blends</a>	<a href="#">214 Main St</a>		<a href="#">@hobsalinas</a>
		Barber Ernesto	<a href="#">237 Salinas St 1</a>		
		Dose Of Des	<a href="#">240 Main St G</a>		
		Prohibition Parlor	<a href="#">70 W Alisal St</a>		<a href="#">@prohibitionparlor</a>
		<a href="#">Pure Skin</a>	<a href="#">369 Main St 206</a>	<a href="#">@pureskinaestheticsalon</a>	<a href="#">@pureskinsalon</a>
		<a href="#">Revive Beauty Bar</a>	<a href="#">307 Main St</a>	<a href="#">@100091340784265</a>	<a href="#">@revivebeautybar</a>
		<a href="#">Salinas Valley Medical Aesthetics, Inc</a>	<a href="#">30 Central Ave</a>	<a href="#">@salinasvalleymed</a>	<a href="#">@svmedaesthetics</a>
		<a href="#">Serene Esthetics</a>	<a href="#">78 W Alisal St</a>	<a href="#">@100063606698784</a>	<a href="#">@the_salinas_aesthetician</a>
		<a href="#">The Beauty Room</a>	<a href="#">237 Salinas St # 2</a>	<a href="#">@thebeautyroomsalinas</a>	<a href="#">@_thebeautyroom_</a>
		<a href="#">The Wellnest Holistic Massage By Dayna</a>	<a href="#">240 Main St</a>	<a href="#">@daynapayneholisticmassage</a>	
		TLATOANI PROFESSIONAL BARBERS	<a href="#">36 W Alisal St</a>		
		<a href="#">Treat Yourself Beauty By Steph</a>	<a href="#">364 Main St</a>		<a href="#">@tyb_bysteph</a>
		Chang's Nails	<a href="#">365 Main St</a>		
		Hair Handlers	<a href="#">355 Main St</a>		
		Pink Daisy Skin Care	<a href="#">235 Salinas St 1/2</a>	<a href="#">@pinkdaisyskincare</a>	
		Edith Beauty Salon	<a href="#">339 Monterey St</a>		
		<a href="#">Eterno Beauty</a>	<a href="#">364 Main St</a>		<a href="#">@eterno_beauty_by_ana</a>
		<a href="#">Elevate Spa Md</a>	<a href="#">10 W Alisal St</a>		<a href="#">@elevatespa_md</a>
Services	Insurance	<a href="#">Willette Jones State Farm</a>	<a href="#">341 Main St</a>	<a href="#">@WilletteJonesStateFarmInsurance</a>	<a href="#">@yourdowntownagent</a>
		<a href="#">Bay And Basin Insurance Services</a>	<a href="#">371 Main St</a>		
		<a href="#">Gonzalez and Associates Insurance Services</a>	<a href="#">106 Lincoln Ave</a>		
		Alliant Insurance Services, Inc	<a href="#">150 Main St 220</a>		
Services	Legal	<a href="#">Alternative Dispute Resolution, APC</a>	<a href="#">60 W Alisal St 10</a>		
		<a href="#">Moncrief &amp; Hart</a>	<a href="#">16 W Gabilan St</a>		
		Law Office Of Bruce J Kitchin	<a href="#">44 W Alisal St</a>		
		<a href="#">Law Offices Of William V Pernik</a>	<a href="#">40 Central Ave</a>	<a href="#">@perniklaw</a>	
		<a href="#">Law office of Michelle Noble McCain</a>	<a href="#">106 Central Ave</a>		
		<a href="#">Law Office Of Magnolia Zarraga</a>	<a href="#">114 Church St</a>		
		<a href="#">Noland Hamerly Etienne &amp; Hoss</a>	<a href="#">333 Salinas St # 4</a>	<a href="#">@toprankedattorneys</a>	
		Bava & Associates Pc	<a href="#">295 Main St 600</a>		
		Bolour-Carl Immigration Group	<a href="#">369 Main St C/A</a>		

# Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
		<a href="#">Hernandez Law Firm</a>	<a href="#">40 Central Ave</a>		
		<a href="#">Jrg Attorneys At Law</a>	<a href="#">318 Cayuga St</a>	<a href="#">@JRGatty</a>	<a href="#">@jrgattorneys</a>
		<a href="#">Taylor &amp; Dolowich, Attorneys At Law</a>	<a href="#">241 Salinas St</a>	<a href="#">@TaylorDolowich</a>	
		W. Scott Erdbacher Attorney At Law	<a href="#">21 W Alisal St 100</a>		
		<a href="#">Chris Cain Law</a>	<a href="#">60 W Alisal St</a>		<a href="#">@chriscainlaw</a>
		<a href="#">Milla Legal Document Services</a>	<a href="#">90 W. Alisal St</a>		
		Xavier Nady Attorney At Law	<a href="#">261 Lincoln Ave</a>		
Services	Non-Profit	<a href="#">Artists Ink</a>	<a href="#">1 Midtown Ln</a>	<a href="#">@artistsink2013</a>	<a href="#">@artists_ink</a>
		<a href="#">Alliance on Aging</a>	<a href="#">247 Main St</a>	<a href="#">@aoamonterey</a>	
		<a href="#">CHISPA</a>	<a href="#">295 Main Str #100</a>	<a href="#">@100063615761603</a>	<a href="#">@chispahousing</a>
		<a href="#">MILPA</a>	<a href="#">339 Melody Ln</a>	<a href="#">@MILPACollective</a>	<a href="#">@milpacollective</a>
		★ <a href="#">Salinas City Center Improvement Association</a>	<a href="#">108 Midtown Lane</a>		
		<a href="#">United Way Monterey County</a>	<a href="#">232 Monterey St</a>	<a href="#">@uwmonterey</a>	<a href="#">@unitedwaymonterey</a>
		<a href="#">Digital Nest</a>	<a href="#">210 Salinas St</a>	<a href="#">@DigNEST</a>	<a href="#">@digitalnest</a>
		<a href="#">Action Council Of Monterey County</a>	<a href="#">295 Main St</a>	<a href="#">@ActionInspiringChange</a>	<a href="#">@ACTIONCouncil</a>
		Center For Community Advocacy	<a href="#">22 W Gabilan St</a>		
		Oldtown Salinas Foundation	<a href="#">21 W Alisal St # 111</a>		
		<a href="#">Salinas Valley Food &amp; Wine</a>	<a href="#">21 W Alisal St # 111</a>	<a href="#">@SalinasValleyFoodAndWine</a>	<a href="#">@SalinasValleyFoodAndWine</a>
		Islamic Community Of Salinas	<a href="#">35 W Market St</a>		
		<a href="#">ITN Monterey County</a>	<a href="#">10 W Alisal St</a>		<a href="#">@itnmonterey</a>
		<a href="#">Blind &amp; Visually Impaired Center of Monterey County</a>	<a href="#">247 Main St</a>	<a href="#">@BVICenter</a>	
		<a href="#">Special Kids Connect</a>	<a href="#">334 Main St</a>		
		★ <a href="#">Blue Zones Monterey County</a>			
Services	Personal	<a href="#">Cook's Photography</a>	<a href="#">353 Main St</a>	<a href="#">@100063836435195</a>	<a href="#">@cooksphotography</a>
		J.M. Scheel	<a href="#">344 Salinas St 105I</a>		
		Peninsula Arts & Crafts	<a href="#">225 Main St</a>		
		Salinas School of Dance	<a href="#">40 W Gabilan St</a>	<a href="#">@salinasschoolofdance</a>	<a href="#">@salinasschoolofdance</a>
		<a href="#">Skillet Creek Weapon Systems</a>	<a href="#">21 W Alisal St Ste 108</a>	<a href="#">@SkilletCreekWeaponSystems</a>	<a href="#">@SkilletCreekWeaponSystems</a>
		Smokey Key Service	<a href="#">21 W Alisal St 106</a>		
		Travelers Hotel	<a href="#">16 E Gabilan St</a>		
		<a href="#">Salinas Valley Tourism &amp; Visitors Bureau</a>	<a href="#">1 Station Pl</a>	<a href="#">@soulofca</a>	<a href="#">@soulofca</a>
		<a href="#">Beautiful Blessings Photo</a>	<a href="#">342 Main St</a>	<a href="#">@BeautifulBlessingsPhoto</a>	<a href="#">@beautifulbphoto</a>
		<a href="#">Monterey County Republican Party</a>	<a href="#">414 Main Str</a>	<a href="#">@MontereyGOP</a>	<a href="#">@montereygop</a>
		<a href="#">Monterey County Workforce Development Board</a>	<a href="#">344 Salinas St</a>	<a href="#">@MontereyCountyWorks</a>	<a href="#">@monterey_county_works</a>
		<a href="#">Jeanne Robinson Dance Studio</a>	<a href="#">380 Monterey St</a>		
Services	Pet Grooming	Central Barks	<a href="#">254 Main St</a>		<a href="#">@centralbarks.salon</a>

## Merchant List

Category	Sub-Category	Best Of MC Name	Address	Facebook	Instagram
Services	Real Estate	<a href="#">Premier Mortgage Resources</a>	<a href="#">336 Main St</a>	<a href="#">@PMRloansUSA</a>	<a href="#">@pmrloans</a>
		<a href="#">Blue Adobe Mortgage</a>	<a href="#">362 Main Street</a>	<a href="#">@blueadobemortgage</a>	<a href="#">@blueadobemortgage</a>
		<a href="#">First American Title Company</a>	<a href="#">307 Main St #310</a>	<a href="#">@FirstAmericanTitle</a>	<a href="#">@first_american</a>
		<a href="#">Steinbeck Real Estate</a>	<a href="#">12 W Gabilan St</a>	<a href="#">@SteinbeckRealEstate</a>	<a href="#">@steinbeckrealestate</a>
		All California Mortgage	<a href="#">221 Main St 201</a>		
		Catalina Perez	<a href="#">12 W Gabilan St</a>		
		Cristina Cervantes, Realtor	<a href="#">50 W Alisal St</a>		
		Joseph Quinones	<a href="#">12 W Gabilan St</a>		
		<a href="#">M2 Realty Group</a>	<a href="#">50 W Alisal St</a>	<a href="#">@MSQUAREDREALTY</a>	<a href="#">@msquaredrealtygroup</a>
		Michael Gomez Real Estate Salesperson	<a href="#">12 W Gabilan St</a>		
		Steinbeck Mortgage	<a href="#">12 W Gabilan St</a>		
		Yolanda B Pulido-Real Estate	<a href="#">50 W Alisal St</a>		
		Atlas Premier Properties	<a href="#">426 Main St</a>		<a href="#">@atlaspremierproperties</a>
		Susan Sue Haro-Realtor	<a href="#">12 W Gabilan St</a>		
		<a href="#">Re/Max Property Experts</a>	<a href="#">233 Monterey St</a>		<a href="#">@remaxpropertyexperts</a>
		Jennifer Hardy Realtor	<a href="#">12 W Gabilan St</a>		
		Richard M. Suarez	<a href="#">12 W Gabilan St</a>		
		Jorge Guadalupe Edeza	<a href="#">233 Monterey St</a>		
		<a href="#">NT Real Estate</a>	<a href="#">222 Main St</a>		

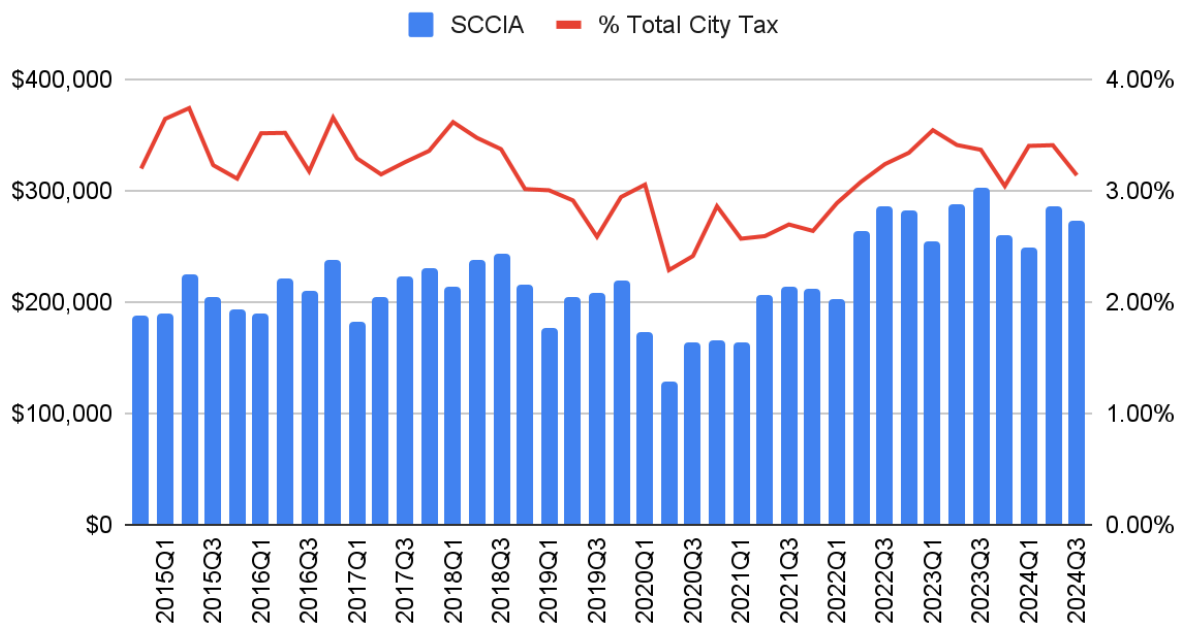


## Sales Tax

Sales tax revenue is a good way to measure the economic impact of an area. Since sales tax is collected on most goods and services, it directly tracks how much people are spending. Higher sales tax revenue usually means more economic activity — people are buying more, businesses are thriving, and money is flowing. Sales tax captures spending from both locals and visitors. This makes it a useful gauge for tourism and overall economic vitality. For example, if a city sees a spike in sales tax during a big event or season, it likely reflects an influx of visitors and increased business traffic. Lastly, tracking sales tax revenue over several years can highlight patterns — whether an area is growing, staying steady, or experiencing a downturn — making it a reliable long-term indicator.

Salinas City Center continues to average between 3% and 4% of collected revenue in Salinas as a whole. As noted in the graphs below, recovering from COVID-19 is still ongoing, but generally trending up. The first graph is more detailed and divided into quarters. It reflects the latest data available to staff. The second graph is more broad and removes the incomplete years of 2014 and 2024.

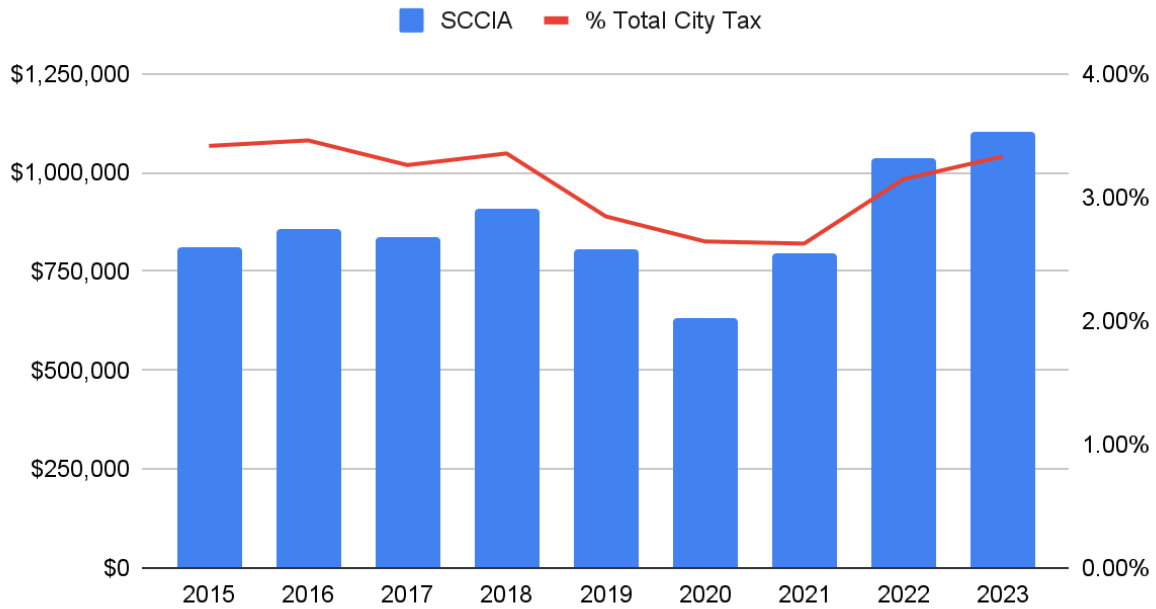
### SCCIA Salinas Tax Revenue by Quarter







## SCCIA Salinas Tax Revenue by Year





## Properties

Salinas City Center includes approximately 113 acres of the historic downtown. This acreage represents 0.54% of total acreage within the city but nearly 1.5% of the total assessed value! The current assessed value of Salinas City Center is \$196,862,928. Salinas City Center land and properties are nearly **three times** as valuable as the average acre in the rest of Salinas. With the continued development of redundant parking lots and derelict buildings, the economic value of Salinas City Center increases and becomes a more attractive place to Live, Work, and Play!

The Top 10 Property Owners by Quantity of Parcels are as follows.

Top 10 property owners by Qty of Parcels	Properties
CITY OF SALINAS	44
SALINAS CITY CENTER LLC	10
COUNTY OF MONTEREY	8
CAMPOS JIMENEZ INVESTMENTS INC	5
AMES ROBERT H & EMMA B AMES CO-TRS	4
ISLAMIC COMMUNITY OF SALINAS	3
3SOME PAR-TNERS LLC	3
ALSALAH SALEH & SHAMAN MAGDAH	3
PITMAN JOHN D TR & PITMAN ROBERT J TR	3
SAUNDERS FRANK H & KELLY NORWOOD TRS	3

While many properties are long-term holdings, once they sell and/or are redeveloped, property taxes increase drastically.

The Top 10 Property Owners by Combined Property Taxes are as follows.

Top 10 property owners by Property Tax	Taxes	Properties
SALINAS CITY CENTER LLC	\$589,784.38	10
MAYA SALINAS OLD TOWN CINEMAS LLC	\$164,083.07	1
BLUE LARKSPUR PARTNERS LLC ETAL	\$102,060.00	1
JRG LEASING II LLC	\$44,146.25	1
GRANARY ASSOCIATES	\$43,324.94	1
CAMPOS JIMENEZ INVESTMENTS INC	\$40,816.52	5
NORTHERN CALIF SAVINGS & LOAN	\$40,233.37	1
WATKINS FAMILY LIMITED PARTNERSHIP	\$39,135.45	1
PI PROPERTIES NO 140 LLC	\$33,903.00	1
GARING ANN TR ET AL	\$33,723.65	1



As shown in the table and images below, change in ownership, new construction and adaptive reuse locations are increasing the overall value of Salinas City Center.

See table below for the legend.

Legend	Tax Revenue
Blue	Less than \$2K/year
Green	\$2001-10K/year
Yellow	\$10001-25K/year
Orange	\$25001-50K/year
Red	\$50001-\$100K/year
Dark Red	\$100001+ /year

APN	Addresses	2023 Tax	2024 Tax	% Change
002-185-047-000	150 Main St	\$422,415	\$430,863	1.96%
002-186-001-000	153 Main St	\$161,932	\$164,083	1.31%
002-233-019-000	301 Main St	\$103,400	\$102,060	-1.31%
002-341-001-000	300 Main St	\$59,198	\$60,382	1.96%
002-322-016-000	318 Cayuga St	\$43,281	\$44,146	1.96%
002-171-034-000	60 W Market St #200	\$42,475	\$43,325	1.96%
002-351-009-000	425 Main St	\$39,444	\$40,233	1.96%
002-345-016-000	344 Salinas St	\$38,368	\$39,135	1.96%
002-351-008-000	405 Monterey St	\$33,238	\$33,903	1.96%
002-234-033-000	201 Main St	\$31,407	\$31,936	1.66%
002-355-008-000	401 Monterey St	\$31,094	\$31,716	1.96%
002-233-009-000	367 Main St	\$30,120	\$33,724	10.69%
002-234-028-000	295 Main St	\$28,069	\$28,630	1.96%
002-182-033-000	111 Monterey St	\$27,775	\$28,331	1.96%
002-341-019-000	21 W Alisal St	\$22,369	\$22,816	1.96%
002-185-039-000	1 Main St	\$21,969	\$22,185	0.97%
002-251-015-000	130 W Gabilan St	\$17,554	\$17,905	1.96%
002-342-011-000	406 Main St	\$17,076	\$17,417	1.96%
002-335-005-000	123 W Alisal St	\$16,733	\$17,067	1.96%
002-185-019-000	17 E Gabilan St	\$16,733	\$17,067	1.96%
002-341-006-000	344 Main St	\$16,646	\$16,979	1.96%
002-341-018-000	333 Salinas St	\$15,899	\$16,217	1.96%
002-182-012-000	139 Monterey St #14	\$15,858	\$16,175	1.96%
002-233-018-000	307 Main St	\$15,638	\$15,951	1.96%
002-185-043-000	Salinas St	\$14,786	\$15,082	1.96%
002-234-032-000	221 Main St #205	\$14,349	\$14,636	1.96%
002-242-028-000	207 Salinas St	\$14,045	\$13,714	-2.41%
002-242-008-000	238 Main St	\$13,944	\$14,223	1.96%
002-233-014-000	331 Main St	\$13,925	\$14,203	1.96%



002-231-025-000	211 Monterey St	\$12,891	\$12,966	0.58%
002-341-012-000	376 Main St #A	\$12,240	\$12,485	1.96%
002-234-018-000	251 Main St	\$11,821	\$12,058	1.96%
002-164-009-000	2 Salinas St #A	\$11,713	\$11,947	1.96%
002-245-009-000	118 W Gabilan St	\$11,563	\$11,794	1.96%
002-232-008-000	335-349 Monterey St	\$11,244	\$11,469	1.96%
002-234-009-000	213 Main St	\$10,546	\$10,757	1.96%
002-233-016-000	319 Main St	\$10,512	\$10,722	1.96%
002-185-046-000	16 W Gabilan St	\$10,328	\$10,535	1.96%
002-242-013-000	258 Main St	\$10,302	\$10,508	1.96%
002-248-002-000	32 W Gabilan St	\$9,462	\$9,651	1.96%
002-248-005-000	35 Central Ave	\$9,350	\$9,537	1.96%
002-331-002-000	326 Lincoln Ave	\$9,025	\$9,654	6.52%
002-164-020-000	26 Central Ave	\$8,664	\$8,792	1.46%
002-233-015-000	325 Main St	\$8,445	\$8,613	1.96%
002-185-011-000	129 Main St	\$8,417	\$8,585	1.96%
002-164-023-000	40 Central Ave	\$8,191	\$8,434	2.88%
002-164-035-000		\$7,953	\$8,112	1.96%
002-163-015-000	43 Stone St	\$7,306	\$7,452	1.96%
002-185-018-000	169 Main St #17	\$7,215	\$7,360	1.96%
002-242-017-000	46 W Alisal St	\$7,032	\$7,173	1.96%
002-186-002-000	155 Main St	\$7,020	\$7,160	1.96%
002-185-024-000	22 W Gabilan St	\$6,659	\$6,795	2.00%
002-163-013-000	128 Central Ave	\$6,630	\$6,763	1.96%
002-242-014-000	4 W Alisal St	\$6,569	\$6,701	1.96%
002-242-027-000	250 Main St	\$6,480	\$6,610	1.96%
002-242-035-000	233 Salinas St	\$6,433	\$6,562	1.96%
002-234-017-000	232 Main St	\$6,419	\$4,579	-40.19%
002-342-009-000	415 Salinas St	\$6,418	\$6,546	1.96%
002-163-011-000	118 Central Ave	\$6,380	\$6,507	1.96%
002-233-011-000	343 Main St #357	\$6,278	\$6,403	1.96%
002-251-014-000	123 Central Ave	\$6,206	\$6,331	1.96%
002-231-015-000	225 Monterey St	\$6,189	\$6,312	1.96%
002-234-002-000	16 E Gabilan St	\$6,077	\$12,485	51.32%
002-234-031-000	241 Main St	\$6,068	\$6,102	0.55%
002-233-012-000	341 Main St	\$6,004	\$6,124	1.96%
002-242-001-000	202 Main St	\$5,933	\$6,051	1.96%
002-163-019-000	28 Lincoln Ave	\$5,900	\$6,020	1.99%
002-164-021-000	30 Central Ave	\$5,886	\$6,004	1.96%
002-231-013-000	233 Monterey St	\$5,852	\$5,965	1.89%
002-341-025-000	385 Salinas St	\$5,838	\$5,955	1.96%
002-185-020-000	172 Main St	\$5,801	\$5,917	1.96%
002-163-009-000	110 Central Ave	\$5,655	\$5,768	1.96%
002-233-008-000	340 Monterey St	\$5,590	\$7,401	24.47%





002-231-018-000	201 Monterey St	\$5,575	\$5,687	1.96%
002-243-005-000	261 Lincoln Ave	\$5,549	\$5,660	1.96%
002-243-001-000	58 W Alisal St	\$5,520	\$5,630	1.96%
002-351-010-000	27 E John St	\$5,462	\$13,421	59.30%
002-251-003-000	114 Church St	\$5,458	\$5,567	1.96%
002-242-034-000	231 Salinas St	\$5,314	\$10,506	49.42%
002-186-003-000	145 Main St	\$5,290	\$5,396	1.96%
002-163-010-000	114 Central Ave	\$5,256	\$5,361	1.96%
002-233-020-000	334 Monterey St	\$5,233	\$5,338	1.96%
002-242-006-000	232 Main St	\$5,066	\$5,168	1.96%
002-346-002-000	328 Main St #A	\$4,772	\$4,867	1.96%
002-233-013-000	333 Main St	\$4,701	\$4,795	1.96%
002-341-005-000	338 Main St	\$4,541	\$4,632	1.96%
002-164-034-000	2 Salinas St	\$4,462	\$4,551	1.96%
002-163-016-000	33 Stone St	\$4,392	\$4,481	1.99%
002-242-007-000	236 Main St	\$4,381	\$4,468	1.96%
002-164-022-000	34 Central Ave	\$4,324	\$4,410	1.96%
002-163-014-000	47 Stone St	\$4,273	\$4,360	1.99%
002-182-020-000	30 E Market St	\$4,124	\$4,206	1.96%
002-231-012-000	235 Monterey St	\$4,124	\$4,206	1.96%
002-341-009-000	362 Main St	\$4,124	\$4,206	1.96%
002-245-015-000	119 Central Ave	\$4,083	\$4,165	1.96%
002-182-013-000	137 Monterey St	\$3,936	\$4,014	1.96%
002-185-045-000	Salinas St	\$3,929	\$4,008	1.96%
002-242-003-000	222 Main St	\$3,895	\$3,972	1.96%
002-234-019-000	255 Main St	\$3,746	\$3,821	1.96%
002-233-010-000	361 Main St	\$3,679	\$3,753	1.96%
002-242-012-000	256 Main St	\$3,569	\$3,641	1.96%
002-242-002-000	212 Main St	\$3,389	\$3,457	1.96%
002-231-024-000	219 Monterey St	\$3,264	\$3,329	1.96%
002-181-012-000	35 E Market St	\$3,188	\$3,252	1.96%
002-242-015-000	32 W Alisal St	\$3,001	\$3,061	1.96%
002-182-019-000	101 Monterey St	\$2,959	\$3,018	1.96%
002-185-017-000	161 Main St	\$2,945	\$3,004	1.96%
002-242-018-000	237 Salinas St	\$2,827	\$2,883	1.96%
002-181-011-000	67 E Market St #4	\$2,825	\$2,882	1.96%
002-163-008-000	106 Central Ave	\$2,729	\$2,784	1.96%
002-185-031-000	127 Main St	\$2,709	\$2,763	1.96%
002-233-017-000	313 Main St	\$2,640	\$2,692	1.96%
002-346-003-000	328 Main St #B	\$2,628	\$2,681	1.96%
002-242-009-000	246 Main St	\$2,414	\$2,463	1.96%
002-341-007-000	350 Main St	\$2,391	\$2,438	1.96%
002-243-003-000	66 W Alisal St	\$2,381	\$2,428	1.96%
002-234-015-000	231 Main St	\$2,348	\$2,395	1.96%



002-341-020-000	356 Main St	\$2,298	\$2,344	1.96%
002-242-030-000	224 Main St	\$2,230	\$2,274	1.96%
002-245-014-000	109 Central Ave	\$2,023	\$2,064	1.96%
002-181-007-000	23 E Market St	\$1,970	\$2,010	1.96%
002-232-009-000	329 Monterey St	\$1,964	\$2,003	1.96%
002-233-021-000	338 Monterey St	\$1,847	\$1,884	1.96%
002-231-026-000	211 Monterey St	\$1,804	\$1,841	1.96%
002-182-014-000	135 Monterey St	\$1,649	\$1,682	1.96%
002-245-001-000	102 Lincoln Ave	\$1,629	\$1,662	1.96%
002-243-004-000	76 W Alisal St	\$1,612	\$1,644	1.96%
002-164-024-000	27 Lincoln Ave	\$1,544	\$1,575	1.96%
002-341-004-000	330 Main St	\$1,427	\$1,455	1.96%
002-164-008-000	19 W Market St	\$1,237	\$11,220	88.97%
002-245-010-000	125 Church St	\$1,120	\$1,143	1.95%
002-185-012-000	131 Main St	\$1,086	\$1,108	1.96%
002-341-011-000	366 Main St	\$1,085	\$1,107	1.96%
002-341-010-000	364 Main St	\$949	\$968	1.96%
002-234-001-000	202 Monterey St	\$948	\$967	1.96%
002-181-008-000	21 E Market St	\$892	\$910	1.96%
002-231-011-000	245 Monterey St	\$851	\$868	1.96%
002-245-016-000	109 Church St	\$811	\$827	1.96%
002-245-012-000	111 Church St	\$809	\$825	1.95%
002-242-026-000	248 Main St	\$728	\$743	1.96%
002-242-011-000	254 Main St	\$703	\$717	1.96%
002-185-028-000	157 Main St	\$653	\$666	1.96%
002-245-011-000	117 Church St	\$636	\$649	1.96%
002-243-002-000	64 W Alisal St	\$589	\$601	1.96%
002-181-006-000	25 E Market St #27	\$554	\$565	1.96%
002-163-012-000	122 Central Ave	\$516	\$526	1.96%
002-232-010-000	325 Monterey St	\$513	\$523	1.96%
002-234-014-000	225 Main St	\$459	\$465	1.44%
002-231-014-000	231 Monterey St	\$439	\$448	1.96%
002-242-016-000	40 W Alisal St	\$378	\$385	1.96%
002-164-007-000	23 W Market St	\$377	\$2,550	85.22%
002-181-005-000	29 E Market St	\$246	\$251	1.96%
002-164-006-000	29 W Market St	\$246	\$3,570	93.12%
002-163-007-000	104 Central Ave	\$0	\$0	
002-163-018-000	10 Lincoln Ave	\$0	\$0	
002-164-003-000	35 W Market St	\$0	\$0	
002-164-004-000	33 W Market St	\$0	\$0	
002-164-005-000	31 W Market St	\$0	\$0	
002-164-036-000	25 Lincoln Ave	\$0	\$0	
002-164-037-000		\$0	\$0	
002-171-005-000	42 W Market St	\$0	\$0	

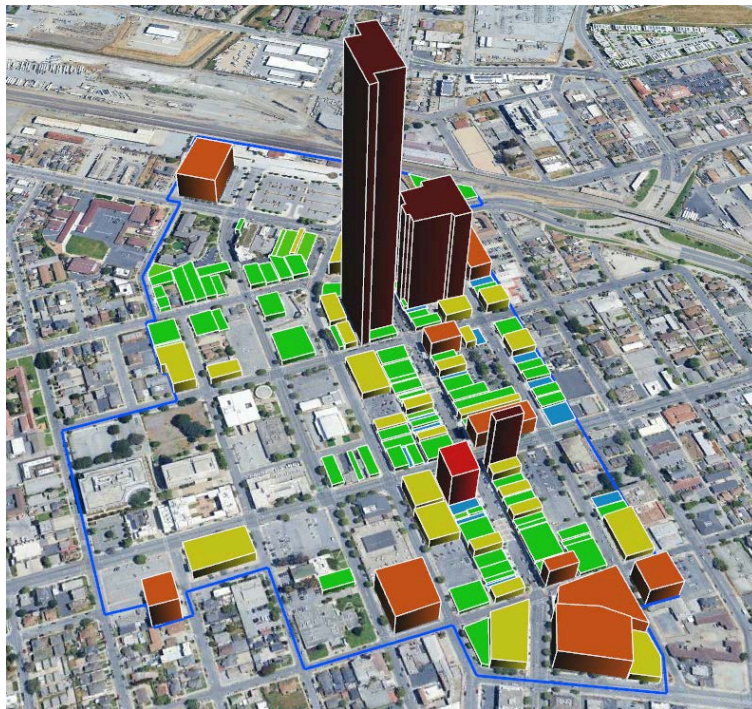


002-171-006-000	15 Station Pl	\$0	\$0
002-171-007-000	17 Station Pl	\$0	\$0
002-171-008-000	19 Station Pl	\$0	\$0
002-171-010-000	52 W Market St	\$0	\$0
002-171-011-000	54 W Market St	\$0	\$0
002-171-012-000	58 W Market St	\$0	\$0
002-171-013-000	60-68 W Market St	\$0	\$0
002-171-023-000	18 Station Pl	\$0	\$0
002-171-033-000	11 Station Pl	\$0	\$0
002-171-035-000	11 Station Pl	\$0	\$0
002-172-001-000	30 W Market St	\$0	\$0
002-172-002-000	26 W Market St	\$0	\$0
002-172-010-000	W Market St	\$0	\$0
002-172-011-000	20 W Market St	\$0	\$0
002-172-012-000	10 W Market St	\$0	\$0
002-184-001-000	E Market St	\$0	\$0
002-185-036-000	Monterey St	\$0	\$0
002-185-037-000	117 Main St	\$0	\$0
002-185-038-000	Monterey St	\$0	\$0
002-185-042-000	*no Site Address*	\$0	\$0
002-232-015-000	20 E Alisal St	\$0	\$0
002-233-023-000	300 Monterey St	\$0	\$0
002-234-023-000	Monterey St	\$0	\$0
002-234-029-000	222 Monterey St	\$0	\$0
002-234-030-000	222 Monterey St	\$0	\$0
002-242-029-000	219 Salinas St	\$0	\$0
002-242-032-000	230 Main St	\$0	\$0
002-242-033-000	228 Main St	\$0	\$0
002-244-002-000	215 Lincoln Ave	\$0	\$0
002-244-098-000	210 Salinas St	\$0	\$0
002-244-099-000	100 Howard St	\$0	\$0
002-245-002-000	106 Lincoln Ave	\$0	\$0
002-245-003-000	108 Lincoln Ave	\$0	\$0
002-245-004-000	112 Lincoln Ave	\$0	\$0
002-245-005-000	118 Lincoln Ave	\$0	\$0
002-245-006-000	120 Lincoln Ave	\$0	\$0
002-245-007-000	128 Lincoln Ave	\$0	\$0
002-245-008-000	W Gabilan St	\$0	\$0
002-246-014-000	113 Lincoln Ave	\$0	\$0
002-247-001-000	Lincoln Ave	\$0	\$0
002-248-009-000	110 Salinas Rd #Lot 1	\$0	\$0
002-248-011-000	128 W Gabilan St	\$0	\$0
002-253-028-000	*no Site Address*	\$0	\$0
002-253-029-000	168 W Alisal St	\$0	\$0



002-253-030-000	230 Church St	\$0	\$0
002-253-032-000	*no Site Address*	\$0	\$0
002-253-033-000	*no Site Address*	\$0	\$0
002-253-034-000	*no Site Address*	\$0	\$0
002-322-018-000	142 W Alisal St	\$0	\$0
002-331-010-000	101 W Alisal St	\$0	\$0
002-341-002-000	320 Main St	\$0	\$0
002-341-014-000	345 Salinas St	\$0	\$0
002-341-015-000	Salinas St	\$0	\$0
002-341-016-000	Salinas St	\$0	\$0
002-345-018-000	65 W Alisal St	\$0	\$0
002-345-019-000	320 Salinas St	\$0	\$0
002-346-001-000	328 Main St #A	\$0	\$0

In 2023, a total of \$1,898,483 was collected in property taxes. In 2024, this figure increased to \$1,968,629, an increase of 3.56% or \$70,146.



*Visual Representation of Assessed value and property taxes.*

All unmarked parcels or Blue parcels either pay less than \$2000 a year in property taxes or \$0 depending if they belong to local government or non-profit entities.

There are a substantial number of properties in the Salinas City Center district that, while very valuable, belong to government entities and non-profits and therefore untaxed. As the city of Salinas continues to divest properties to private entities, property taxes will increase in the district.



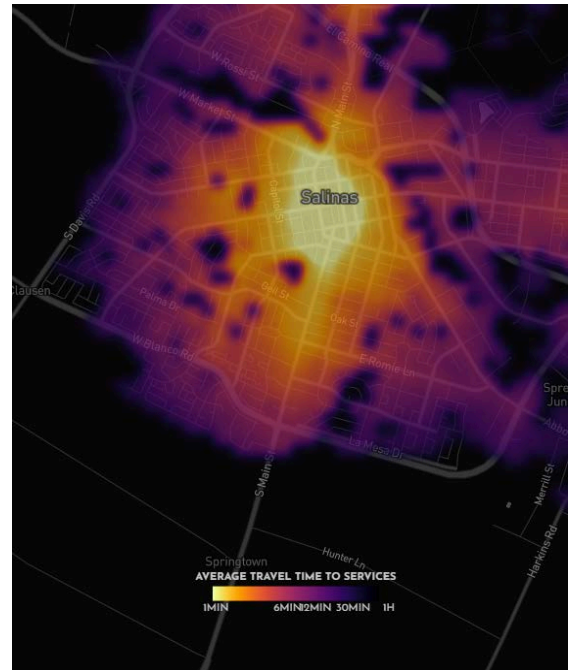


## Pedestrians

Salinas City Center is rapidly becoming a “15 Minute City” where all local amenities are nearby within a short walking distance. Salinas City Center is the only location in Salinas that has Restaurants, Coffee Shops, Bars, Library, Bookstore, and City Services, and Transit stops within a 15 minute walk. As illustrated by the image, Salinas City Center is a pedestrian hotspot.

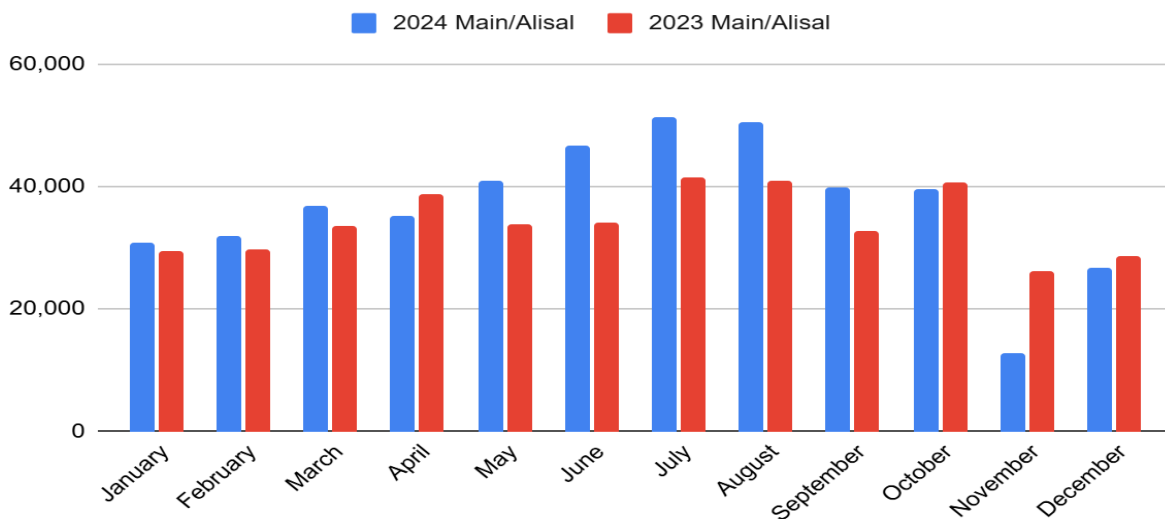
With Salinas City Center being a destination for locals in the Salinas area, it is no surprise that thousands of pedestrians cross our streets on a monthly basis.

Over 400,000 pedestrians utilized the scramble crosswalk on the intersection of Main Street and Alisal Street in 2023, and this increased in 2024 to nearly 450,000!! On average, Salinas City Center experienced 8% more pedestrian crossing compared to the previous year.



The visual graph below further illustrates that in general the pedestrian traffic overall is higher compared to last year. This further reinforces that Salinas City Center is the downtown destination of Salinas.

### Salinas City Center Pedestrian Traffic





## Pedestrian Data

	2023 Main/Alisal	2024 Main/Alisal	Change
Total Pedestrians	409,996	442,900	8.03%
Ave Monthly Pedestrians	34,166	36,908	8.03%

**In the data below there is an aberration in November. Traffic is down more than 50% than expected. Looking at source data, 16 days were not recorded in November 2024.**

Month	2023 Main/Alisal	2024 Main/Alisal	Change
January	29,328	30,924	5.44%
February	29,831	31,895	6.92%
March	33,685	36,792	9.22%
April	38,660	35,121	-9.15%
May	33,924	40,832	20.36%
June	34,108	46,632	36.72%
July	41,410	51,332	23.96%
August	40,872	50,544	23.66%
September	32,865	39,745	20.93%
October	40,619	39,580	-2.56%
November	26,191	12,691	-51.54%
December	28,503	26,812	-5.93%



## Events

Salinas City Center is host to many events throughout the year. Events counted are either in the Public Right of Way (Main Street), or hosted inside private businesses. 2024 is the second year that events and attendance were counted, and while counts are requested from organizers, not every organizer opted to release counts.



*Salinas Valley Food & Wine Festival*



Salinas City Center Improvement Association identified 210 events in 2024. Organizers were contacted, and 78 provided attendance figures.

2024	Event	Occurrences
<b>Top 10 Repeated Event</b>	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	52
<b>#2</b>	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	33
<b>#3</b>	<a href="#">PLAYGROUP By John Steinbeck Library</a>	15
<b>#4</b>	<a href="#">Open Mic By The Bearded Bean</a>	9
<b>#5</b>	<a href="#">First Friday Artist Alley By Artists Ink</a>	8
<b>#6</b>	<a href="#">Trivia Night By XL Public House</a>	8
<b>#7</b>	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	5
<b>#8</b>	<a href="#">Open House By First Mayor's House</a>	4
<b>#9</b>	<a href="#">DISNEY FROZEN JR. 2024 By Ariel Theater</a>	2
<b>#10</b>	<a href="#">SCHOOLHOUSE ROCK LIVE! 2024 By Ariel Theater</a>	2

Large notable events were the [Rodeo Horse Parade](#), [Kiddie Kaper Parade](#), [American Cancer Society Relay for Life](#), [Veterans Day Parade](#), and the [Salinas Holiday Parade of Lights](#).

## List of Events

Start Date	Event by Organizer 2024	Attendance
1/4/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
1/5/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	
1/5/2024	<a href="#">Open House By First Mayor's House</a>	25
1/6/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	52
1/6/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	11
1/6/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
1/7/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	45
1/11/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
1/13/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
1/18/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
1/20/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
1/25/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
1/27/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
2/1/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	4





2/1/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
2/2/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	150
2/2/2024	<a href="#">Open House By First Mayor's House</a>	25
2/2/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	40
2/3/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	34
2/3/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
2/8/2024	<a href="#">Open Mic By The Bearded Bean</a>	75
2/8/2024	<a href="#">Trivia Night By XL Public House</a>	
2/10/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
2/16/2024	<a href="#">Tony Danza By Fox Theater</a>	400
2/17/2024	<a href="#">BABY BASH - MC MAGIC By Fox Theater</a>	500
2/17/2024	<a href="#">FAMILY GAME FEST By John Steinbeck Library</a>	
2/17/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
2/22/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
2/22/2024	<a href="#">Trivia Night - Theme Parks and Rec By XL Public House</a>	
2/23/2024	<a href="#">THE BEAR WENT OVER THE MOUNTAIN 2024 By Ariel Theater</a>	440
2/24/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
2/28/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	55
2/29/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
3/1/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	275
3/1/2024	<a href="#">Open House By First Mayor's House</a>	
3/2/2024	<a href="#">CUATRO DE ORO LOS AUSTEROS DE DURANGO By Fox Theater</a>	
3/2/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	38
3/2/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
3/3/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	21
3/7/2024	<a href="#">Open Mic By The Bearded Bean</a>	50
3/7/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
3/7/2024	<a href="#">Trivia Night By XL Public House</a>	
3/8/2024	<a href="#">DISNEY FROZEN JR. 2024 By Ariel Theater</a>	1,500
3/8/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	16
3/8/2024	<a href="#">Trivia Night By Amapola</a>	
3/9/2024	<a href="#">JAVIER ROSAS By Fox Theater</a>	
3/9/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
3/14/2024	<a href="#">DISNEY FROZEN JR. 2024 By Ariel Theater</a>	
3/14/2024	<a href="#">Open Mic By The Bearded Bean</a>	50



3/14/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
3/16/2024	<a href="#">3rd Annual Sip and Paint By Friends of the Salinas Public Library</a>	57
3/16/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
3/21/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
3/21/2024	<a href="#">Poetry Slam! and Evening of Spoken Word By SUHSD Arts</a>	
3/21/2024	<a href="#">Trivia Night - Theme Seinfeld By XL Public House</a>	
3/23/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
3/28/2024	<a href="#">Open Mic By The Bearded Bean</a>	60
3/28/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
3/30/2024	<a href="#">Downtown Business Hop! By Downtown Salinas</a>	
3/30/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
4/2/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	15
4/4/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
4/4/2024	<a href="#">Trivia Night By XL Public House</a>	20
4/5/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	
4/5/2024	<a href="#">Open House By First Mayor's House</a>	250
4/6/2024	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	
4/6/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	26
4/6/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
4/7/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	16
4/11/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
4/12/2024	<a href="#">LOS HURACANES DEL NORTE By Fox Theater</a>	500
4/13/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
4/15/2024	<a href="#">Paint N' Sip By 201 Main</a>	
4/18/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
4/18/2024	<a href="#">Trivia Night - Theme Ted Lasso By XL Public House</a>	
4/20/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
4/21/2024	<a href="#">Downtown Earth Day Green Up Celebration By Downtown Salinas</a>	
4/22/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	37
4/25/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
4/26/2024	<a href="#">THE PLAY'S THE THING SPRING SESSION 2024 By Ariel Theater</a>	
4/27/2024	<a href="#">STROLL DOWN PENNY LANE By Fox Theater</a>	
4/27/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
5/2/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
5/2/2024	<a href="#">Trivia Night By XL Public House</a>	



5/3/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	
5/3/2024	<a href="#">NUEVO TECALITLAN MARIACHI By Fox Theater</a>	
5/3/2024	<a href="#">SCHOOLHOUSE ROCK LIVE! 2024 By Ariel Theater</a>	
5/4/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	38
5/4/2024	<a href="#">ZEPPELIN-LIVE By Fox Theater</a>	
5/4/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
5/5/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	54
5/5/2024	<a href="#">TEO GONZALEZ By Fox Theater</a>	
5/8/2024	<a href="#">IMSA Fan Party By Weathertech Raceway</a>	500
5/9/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	92
5/9/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
5/9/2024	<a href="#">SCHOOLHOUSE ROCK LIVE! 2024 By Ariel Theater</a>	
5/11/2024	<a href="#">Hometown Heroes Ceremony By Hometown Heroes</a>	200
5/11/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
5/12/2024	<a href="#">A SPECIAL MOTHER'S DAY CONCERT By Fox Theater</a>	
5/16/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
5/16/2024	<a href="#">Trivia Night - Theme Star Wars By XL Public House</a>	
5/18/2024	<a href="#">MMA Fighting At It's Best By Fox Theater</a>	
5/18/2024	<a href="#">Spring Soirée By Jacob's Heart</a>	185
5/18/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
5/19/2024	<a href="#">Collector's Choice 2024 By Salinas Valley Art Gallery</a>	
5/23/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
5/24/2024	<a href="#">THREE PIGGY OPERA 2024 By Ariel Theater</a>	426
5/25/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
5/28/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	18
5/30/2024	<a href="#">PLAYGROUP By John Steinbeck Library</a>	
6/1/2024	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	
6/1/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	49
6/1/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
6/2/2024	<a href="#">AIDS/Lifecycle By San Francisco AIDS Foundation</a>	
6/2/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	39
6/7/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	400
6/8/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
6/13/2024	<a href="#">Trivia Night By XL Public House</a>	
6/14/2024	<a href="#">KIDS ON STAGE 2024 By Ariel Theater</a>	205



6/15/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
6/20/2024	<a href="#">Salinas Street Fest By IndyCar</a>	1,000
6/22/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
6/25/2024	Salinas Biologics By Western Growers Association	800
6/26/2024	<a href="#">Law Enforcement Torch Run By Special Olympics Northern California</a>	200
6/27/2024	<a href="#">Trivia Night - Theme Nickelodeon By XL Public House</a>	
6/28/2024	<a href="#">Paint &amp; Sip Night By Steinbeck Museum</a>	
6/28/2024	<a href="#">DISNEY 101 DALMATIANS KIDS 2024 By Ariel Theater</a>	633
6/28/2024	<a href="#">SUMMER HEAT By Fox Theater</a>	100
6/29/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
7/5/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	200
7/6/2024	<a href="#">Festa Italia By Santa Lucia Rotary</a>	5,000
7/6/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	52
7/6/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
7/7/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	33
7/11/2024	<a href="#">Trivia Night By XL Public House</a>	
7/12/2024	<a href="#">Author Night- Dr. Sandra Bonura By Steinbeck Museum</a>	48
7/12/2024	<a href="#">Bike Night By Moto America</a>	1,500
7/13/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
7/14/2024	<a href="#">Kiddie Kapers Parade By Salinas Rodeo</a>	1,200
7/19/2024	<a href="#">CARLOS SARABIA By Fox Theater</a>	
7/20/2024	<a href="#">Horse Parade By Salinas Rodeo</a>	5,000
7/20/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
7/25/2024	<a href="#">Trivia Night - Theme The Office By XL Public House</a>	
7/26/2024	<a href="#">WILLY WONKA TYA 2024 By Ariel Theater</a>	
7/27/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
8/1/2024	<a href="#">WILLY WONKA TYA 2024 By Ariel Theater</a>	
8/2/2024	<a href="#">First Friday Artist Alley By Artists Ink</a>	300
8/3/2024	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	128
8/3/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	50
8/3/2024	<a href="#">Salinas Valley Food and Wine Festival By SVFW</a>	5,000
8/3/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
8/4/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	37
8/8/2024	<a href="#">Trivia Night By XL Public House</a>	
8/9/2024	<a href="#">AMBER WILD By Fox Theater</a>	





8/10/2024	<a href="#">Cars &amp; Culture Classic Car Show By National Steinbeck Center</a>	
8/10/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
8/17/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
8/22/2024	<a href="#">Trivia Night - Theme Taylor Swift By XL Public House</a>	
8/24/2024	<a href="#">Salinas Car Show By Salinas PAL</a>	
8/24/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
8/29/2024	<a href="#">JOURNEY UNAUTHORIZED By Fox Theater</a>	
8/31/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
9/5/2024	<a href="#">DR. CESAR LOZANO By Fox Theater</a>	
9/5/2024	<a href="#">Trivia Night By XL Public House</a>	
9/7/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	22
9/7/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
9/8/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	47
9/13/2024	<a href="#">BANDA NIGHT By Fox Theater</a>	
9/13/2024	<a href="#">GOLDILOCKS AND THE THREE BEARS 2024 By Ariel Theater</a>	
9/14/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
9/17/2024	<a href="#">Pub Run By Brew N Krew</a>	
9/19/2024	<a href="#">Trivia Night - Theme Pixar By XL Public House</a>	
9/20/2024	<a href="#">GOLDILOCKS AND THE THREE BEARS 2024 By Ariel Theater</a>	
9/21/2024	Relay for Life By American Cancer Society	2,500
9/21/2024	<a href="#">Steinbeck Street Fair featuring Cannery Row By Steinbeck Museum</a>	
9/21/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
9/24/2024	District ILT Collaboration Professional Development Meeting By SUHSD	
9/28/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
10/5/2024	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	
10/5/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	39
10/5/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
10/6/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	
10/11/2024	<a href="#">PINOCCHIO 2024 By Ariel Theater</a>	
10/12/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
10/17/2024	<a href="#">PINOCCHIO 2024 By Ariel Theater</a>	
10/19/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
10/26/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
11/2/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	85
11/2/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	



11/3/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	41
11/9/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
11/11/2024	<a href="#">Monterey County Veterans Day Parade By Monterey County Veterans Day Parade</a>	30,000
11/13/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	29
11/15/2024	<a href="#">THE PLAY'S THE THING FALL SESSION 2024 By Ariel Theater</a>	
11/16/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
11/22/2024	<a href="#">BANDA NIGHT By Fox Theater</a>	
11/23/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
11/30/2024	Holiday Tree for Peace Lighting By Salinas City Center	250
11/30/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
12/1/2024	Salinas Holiday Parade of Lights By SHPOL	30,000
12/6/2024	<a href="#">A CHRISTMAS CAROL 2024 By Ariel Theater</a>	
12/7/2024	<a href="#">Book Depot Saturday Sales By Friends of the Salinas Public Library</a>	
12/7/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	63
12/7/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
12/8/2024	<a href="#">Open House By Monterey &amp; Salinas Valley Railroad Museum</a>	36
12/13/2024	<a href="#">A CHRISTMAS CAROL 2024 By Ariel Theater</a>	
12/14/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
12/21/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
12/28/2024	<a href="#">Salinas Farmers Market By Oldtown Salinas Foundation</a>	
12/31/2024	<a href="#">Ariel Shows By Ariel Theatrical</a>	6,939



## Event Pictures



*Salinas Rodeo Horse Parade*



*Salinas High School Homecoming Parade*





*Festa Italia*



*Salinas Rodeo Kiddie Kapers Parade - MagOne Media*





*American Cancer Society Relay for Life*



*Salinas Veterans Day Parade*





*The Magic Elf performing at the Holiday Tree lighting*





*Ariel Theater performance during the Tree Lighting*



*YOSAL performance during the Tree Lighting.*





*Historic Salinas Fire Department truck at the Tree Lighting.*



*Crowd shot during the Tree Lighting*





*Man's Best Friend posing with Santa.*





*Santa and Mayor Craig*



*Salinas Holiday Parade of Lights*



*Salinas Holiday Parade of Lights*





## Identity

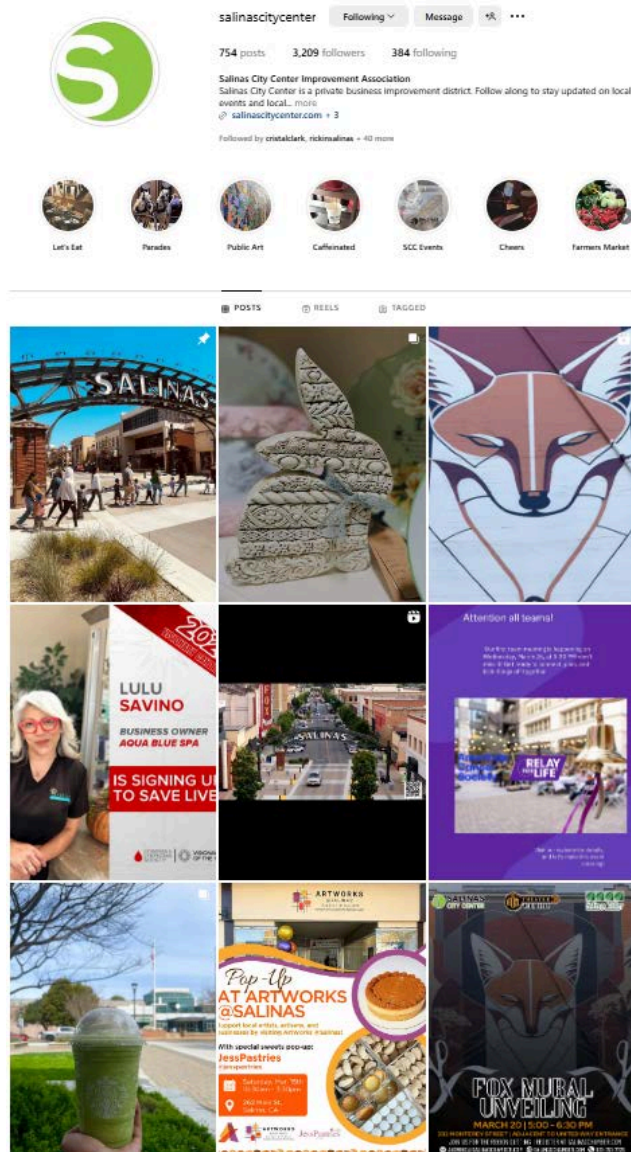
Salinas City Center Improvement Association wants to be known as a clean, safe, vibrant district where all are welcome. In order to accomplish this we manage several social media accounts, email mailing lists, the corporate website, and contract to several media outlets to spread information.

SCCIA also decorates several alleys on Main St, has a year-round tree illumination encroachment permit, and are actively pursuing additional murals that are in various stages of planning.

## Social Media

### Instagram

<https://www.instagram.com/salinascitycenter/>



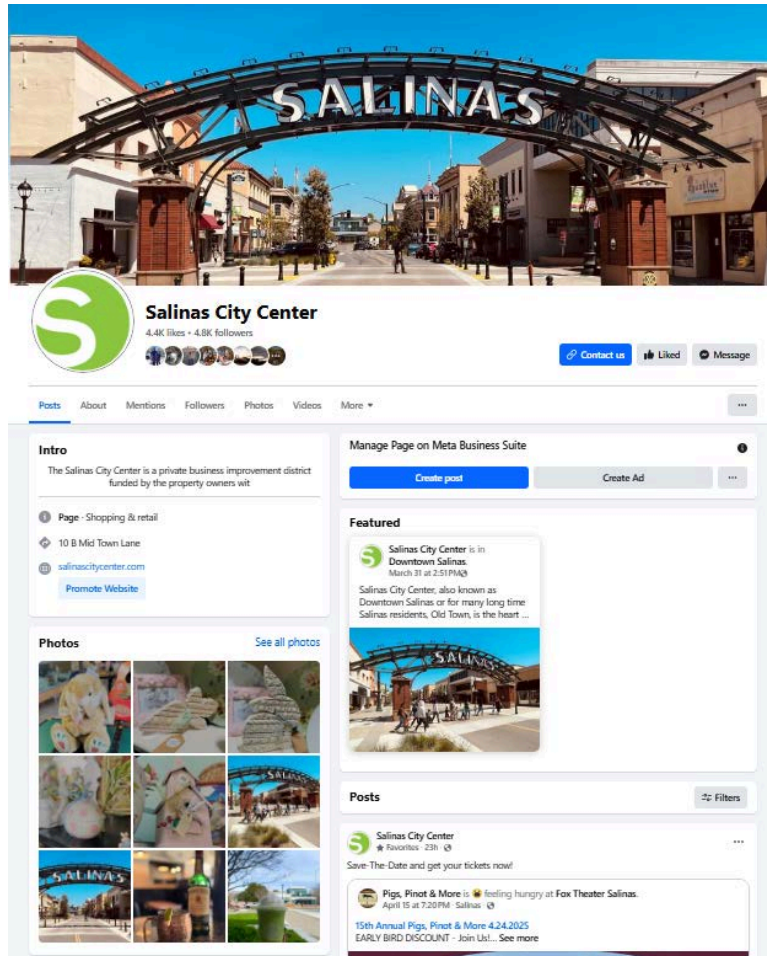
Instagram Insights	FY2024
Reach:	26,559
Views:	81,447
Profile Visits:	2,827
New Followers:	322
Content Interactions:	2,217
Link Clicks:	31
Posts:	51
Stories:	84
Reels:	6
Engagement Rate:	14%





Facebook

<https://www.facebook.com/salinascitycenter>



FB Insights	FY2024
Reach:	24,927
Views:	44,150
Profile Visits:	2,677
Content Interactions:	1,413
New Followers:	171
Link Clicks:	356
Promoted Events	35

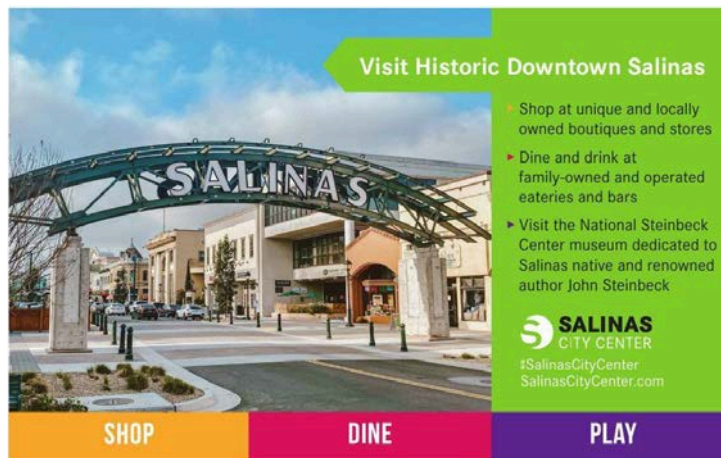
KSBW

During the holiday season, SCCIA advertised on KSBW 52 times with a 30-second commercial to promote Salinas City Center.

In addition, the commercial was shown 26,073 times on <https://ksbw.com>.



## Monterey County Weekly



This image was printed 3 times as a half-page advertisement in the Monterey Coast Weekly.

It has a 75,000 copy circulation throughout the Monterey area.

During the holiday season, a series of 12 email blasts totalling nearly 175,000 emails was sent out over 6 weeks. It resulted in over 100,000 email opens and views of the advertisement (a small increase compared to 2023).

### “Best of Monterey County”

In addition to paid advertisements, the Monterey County Weekly also publishes the “Best of Monterey County..” series. Salinas City Center businesses and people were well represented!

#### Best bar for Gen X

#### Best bar for Millennials

[Alvarado Brewing Company](#)

#### Best Ag leader

Bruce Taylor

#### Best Bookstore Used

[Downtown Book & Sound](#)

#### Best Women's Clothing Boutique

[Bliss Boutique](#)

#### Best breakfast

[First Awakenings](#)

#### Best Cheap Eats

Michael's Grill and Taqueria

#### Best Mexican

#### Best Restaurant- Salinas

[Villa Azteca](#)

#### Best local beer/brewery

[Alvarado Brewing Company](#)



#### Best food trend

Blue Zone inspired dishes

[Blue Zones Project](#)



## Main Street Banners



Salinas City Center holds the current permit to mount event banners on all the lamp posts on Main St with the City of Salinas. To showcase all Salinas has to offer, substantial effort is placed in displaying as many non-profit organizations as possible.

Hometown Heroes was one of the first organizations to request a permit and display banners. This Salinas favorite displays local Veterans during Memorial Day and Veterans Day.



In 2024 the Salinas City Center displayed 6 different styles of banners celebrating Salinas Valley Health, Blue Zones, Hometown Heroes, American Cancer Society's Relay for Life, along with the regular green Salinas City Center banners and Holiday themed banners.

Organizations are invited to participate in the banner program to showcase their organization on the aesthetic light fixtures adorning Main St.





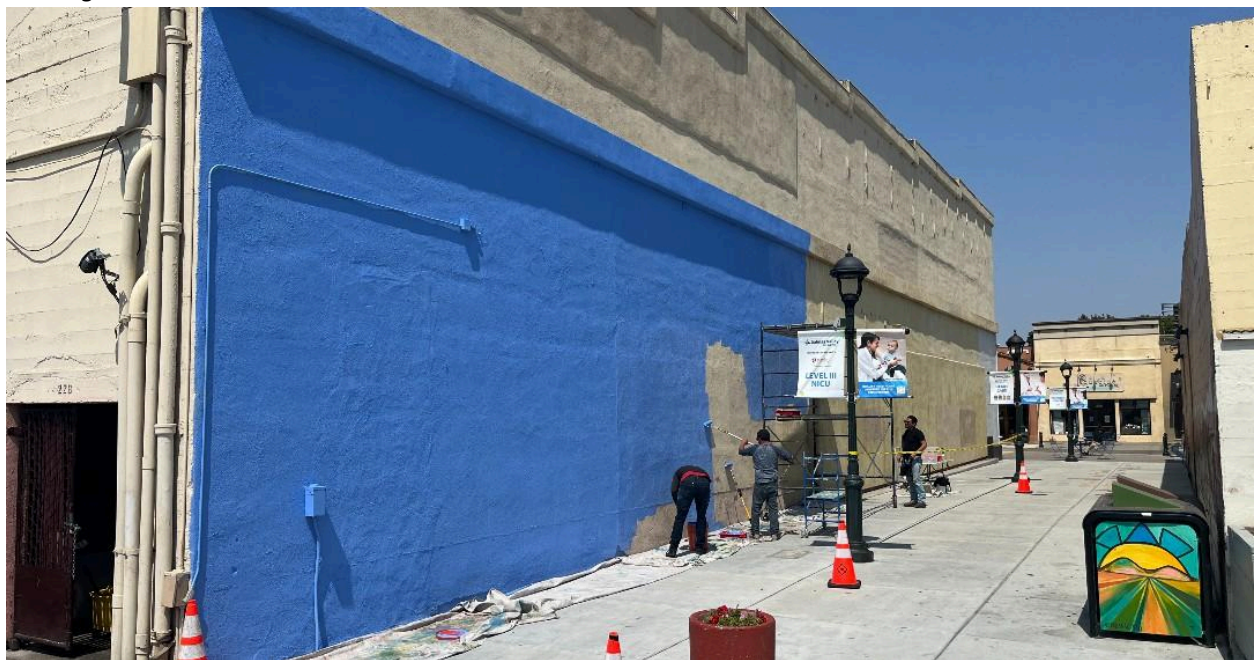
## Streetscape Murals

Salinas City Center invested in 2 murals in the district. In 2024 we commissioned the Salinas Habitats and the Fox mural. Both were made possible by generous grants from the California Arts Council and Nancy Eccles and Homer M. Hayward Family Foundation.

### Salinas Habitats

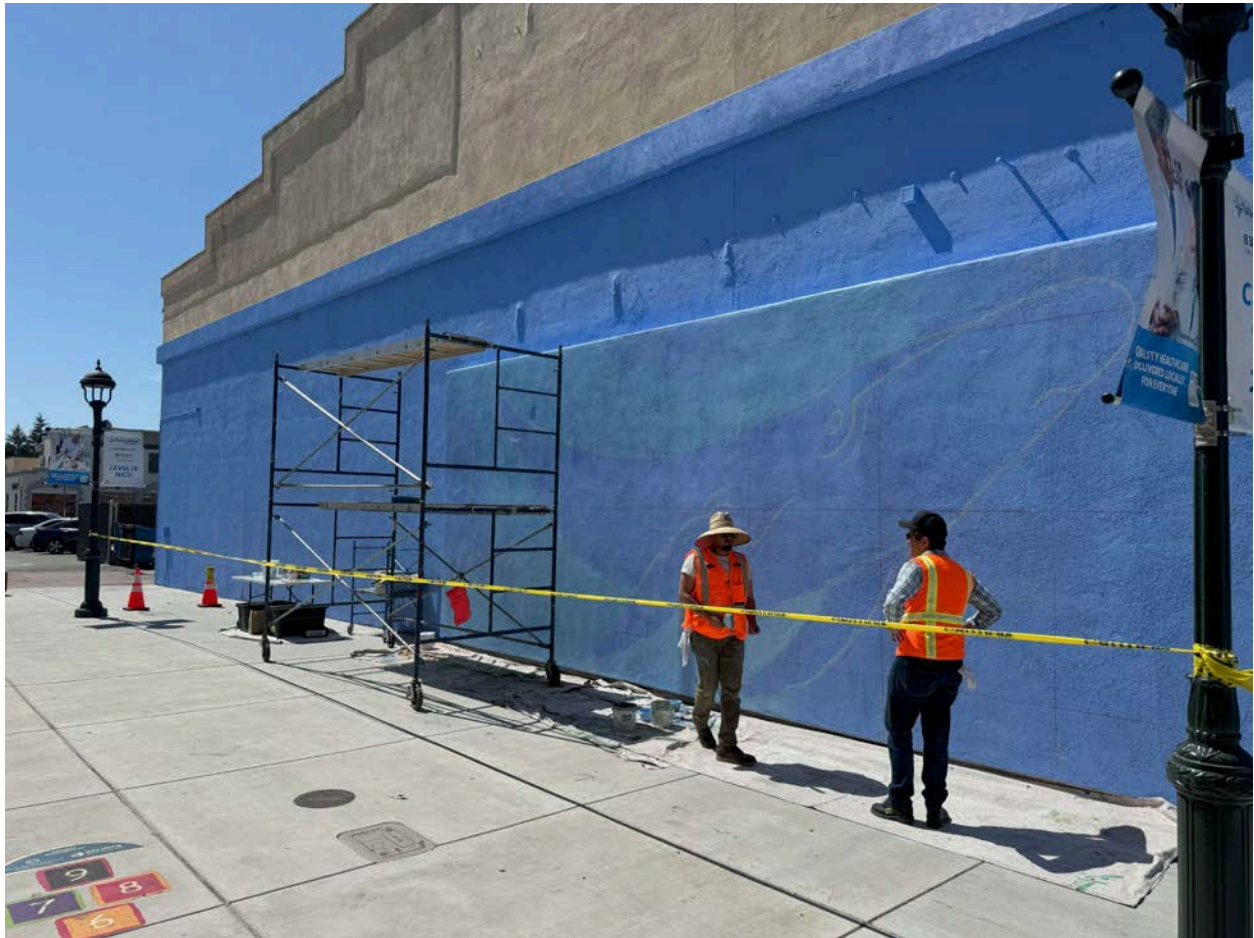


*Starting the Mural*

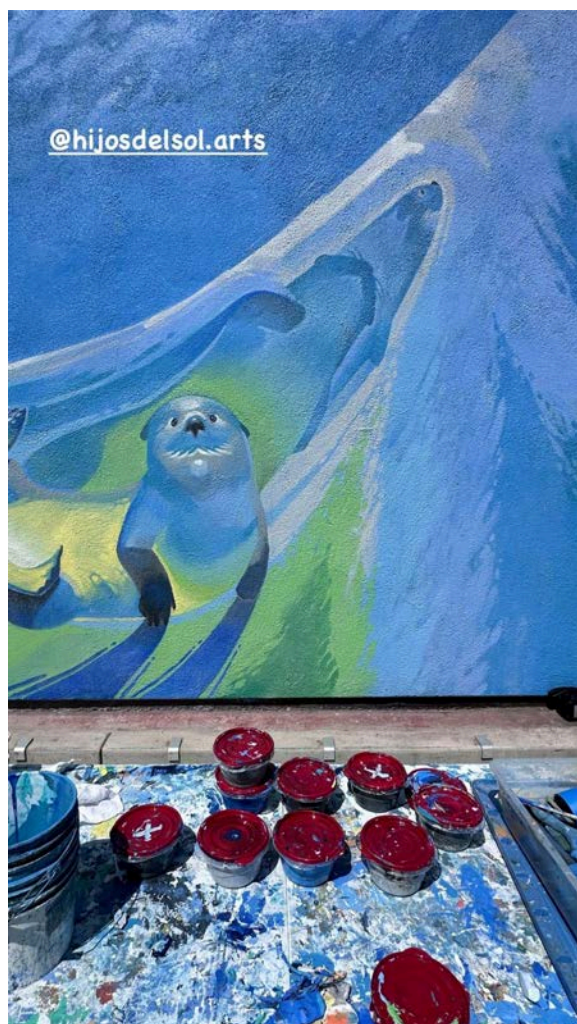


*Progress on the Mural wall*





*Mural Whale is taking Shape*



*Salinas Habitats Otter*



*Salinas Habitats Raccoon outlined*





*Salinas Habitats ribbon cutting with the Salinas Valley Chamber of Commerce*



## Fox Theater



*Wall preparation for Fox Mural*





*Fox Mural under construction*



*Finished Fox Mural*





*Fox Mural side panel*

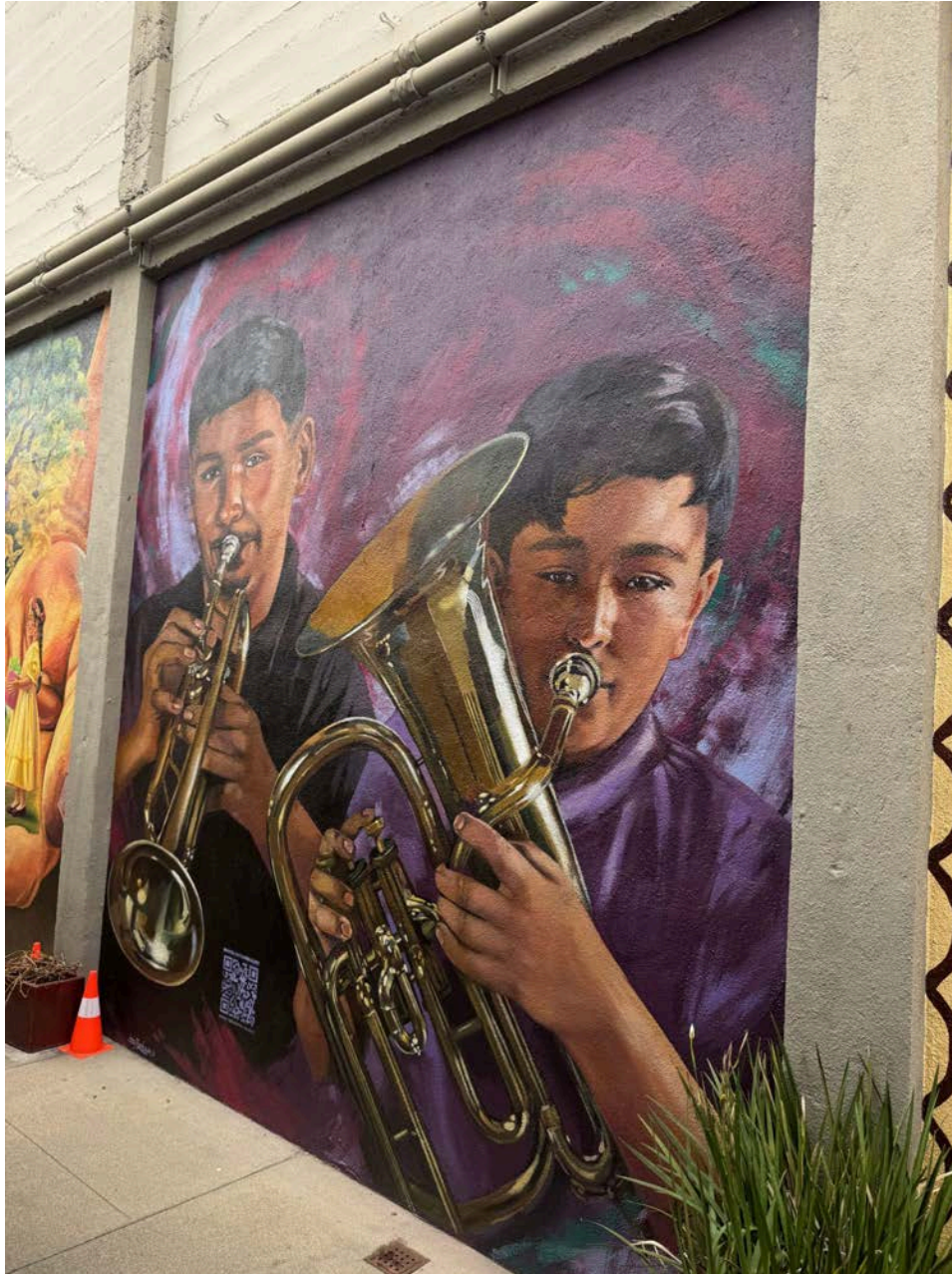




### United Way of Monterey County & Midtown Alley

Salinas City Center is actively partnering with other local organizations to realize their goals. The current SCCIA Board President, Audrey Wardwell, and the District Coordinator, Greg Hamer, are representing Salinas City Center on the United Way of Monterey County Mural Advisory Committee.

The goal of the committee is to create 16 separate pieces of art along the open wall of the United Way of Monterey County's building on Midtown Lane. So far 4 have been completed with several more in the planning stages.



Artist Amy Burkman



Artist Amy Burkman Mentor Group





Artist Jesus Nunez Navarro





Artist Jessica Soriano



## Year Round Decorations

Along with tree trimming, Salinas City Center maintains the tree lights in all the Main Street trees. Lights turn on at dusk and turn off at dawn along with regular street lighting. During the Holidays, Salinas City Center installs additional lighting and decorations on the street lights.

Lastly, the Salinas Tree of Peace is raised at 1 Main St, the site of CSUMB @ Salinas City Center.



On the 200 block of Main St, two alleyways connect parking areas to shopping areas that hundreds of people traverse on a daily basis. In order to make the space more hospitable, Salinas City Center installed overhead patio lighting several years ago.

During the installation of the Salinas Habitats mural we took the opportunity to remove and reinstall alley lighting 4 feet higher to deter vandalism.

Today we also use the overhead space to highlight special seasons such as Valentine's day, Halloween, Springtime flowers, and many others.



# Financial

## Revenue

### Assessments

Below are the largest combined assessments for the major property owners. For more information, please see the Assessment Data further into the Annual Report.

Top 10 property owners by SCCIA Assessments	Assessments	Properties
CITY OF SALINAS	\$108,054.95	44
COUNTY OF MONTEREY	\$43,838.33	8
SALINAS CITY CENTER LLC	\$35,501.67	10
SF STEINBECK COMMONS LP	\$14,673.10	1
UNIVERSITY CORPORATION OF MONTEREY BAY	\$14,063.24	2
MAYA SALINAS OLD TOWN CINEMAS LLC	\$10,606.52	1
CAMPOS JIMENEZ INVESTMENTS INC	\$9,056.62	5
MT18 LP	\$8,874.07	1
400 MAIN	\$8,510.74	2
PI PROPERTIES NO 140 LLC	\$8,435.81	1

## Major Expenses

### Landscaping

Salinas City Center Improvement Association currently contracts with Smith and Enright Landscaping to manage the district streetscape.

Services include maintaining the cleanliness along the right-of-way, landscape trimming, watering of plants, etc. This service ONLY includes the public right-of-way, and no private properties or government occupied properties are included.

Occasionally additional work is performed such as tree trimming, removing hazardous items, or cleaning.

SCCIA expends approximately \$100K per year on landscape services.





## Security

Security is and has been a major concern of the merchants and visitors to Salinas City Center. To address these concerns, SCCIA contracts with a security company to provide guards to the district. These guards help business owners and merchants navigate non-emergency situations that arise, cooperate with law enforcement when needed, and lend a peace of mind. Everyone in the district is invited to call the on-duty guard whenever assistance is needed.

Currently security services are present 64 hours (6 days) per week in 2024, which was reduced from 80 hours per week in 2023.

Salinas City Center spends approximately 20%, or \$100,000, of the budget on contracted security services through Allied Security.

In addition to Salinas PD cameras located throughout Main St, many businesses also deploy private cameras. Systems range from fully managed and monitored cameras (for example located at 295 Main St and the United Way of Monterey County) to regular Ring or similar cameras located at many merchant businesses.

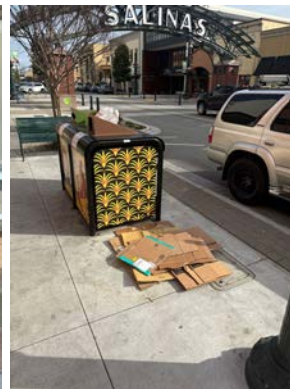
Increasingly these private systems are requested by the Salinas PD to solve crimes that the PD cameras do not capture.

Salinas City Center is committed to safety and the support of policies that will ensure the well-being of our visitors.



## Maintenance

Salinas City Center has 2 full time staff members to keep the district clean and sanitary. Together they perform daily trash pickups, graffiti abatement, and general maintenance. They are responsible for picking up hundreds of bags worth of trash, hundreds of graffiti removals, and picking up hundreds of instances of waste. Without them the district would not look as well maintained.





Historical (Past) Financial Information

Accountants Compilation Report

Fiscal Year of December 2023 - November 2024





## ACCOUNTANTS' COMPILATION REPORT

To The Board of Directors  
Salinas City Center Improvement Association  
Salinas, California

Management is responsible for the accompanying financial statements of Salinas City Center Improvement Association (a nonprofit organization), which comprise a statement of assets, liabilities and fund balance – cash basis as of November 30, 2024, and the related statement of revenues and expenses – actual vs. budget – fiscal year 2023-2024 – cash basis for the twelve months then ended, in accordance with the cash basis of accounting, and for determining that the cash basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the statement of revenues and expenses – actual vs. budget – fiscal year 2023-2024 – cash basis nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the statement of revenues and expenses – actual vs. budget – fiscal year 2023-2024 – cash basis.

The financial statement is prepared in accordance with the cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

The supplementary budget information contained in the statement of revenues and expenses – actual vs. budget – fiscal year 2023-2024 – cash basis is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary budget information was subject to our compilation engagement. We have not audited or reviewed the supplementary budget information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the cash basis of accounting. If the omitted disclosures were included in the financial statement, they might influence the user's conclusions about the Company's assets, liabilities, fund balance, revenues and expenses. Accordingly, the financial statement is not designed for those who are not informed about such matters.

We are not independent with respect to Salinas City Center Improvement Association.

*Steinbruner Hill CPAs*

Steinbruner Hill CPAs  
Carmel, California  
December 10, 2024

# Salinas City Center Improvement Association

## Statement of Assets, Liabilities and Fund Balance - Cash Basis

### As of November 30, 2024

#### ASSETS

<b>Current Assets</b>	
<b>Bank Accounts</b>	
Checking - Operating Acct	\$ 214,340.79
Checking - Grants Acct	148,098.01
<b>Total Bank Accounts</b>	<u>362,438.80</u>
<b>Total Current Assets</b>	<u>362,438.80</u>
<b>Fixed Assets</b>	
Vehicle	18,000.61
Accumulated Depreciation	<u>(11,619.00)</u>
<b>Total Fixed Assets</b>	<u>6,381.61</u>
<b>Other Assets</b>	
Organizational Costs	50,000.00
Accumulated Intangible Assets	<u>(42,917.00)</u>
<b>Total Other Assets</b>	<u>7,083.00</u>
<b>TOTAL ASSETS</b>	<u><u>\$ 375,903.41</u></u>

#### LIABILITIES AND FUND BALANCE

<b>Liabilities</b>	
Debt	\$ 10,000.00
<b>Total Liabilities</b>	<u>10,000.00</u>
<b>Fund Balance</b>	
Fund Balance - SOBO	77,384.31
Fund Balance - DISI	74,600.52
Fund Balance - Admin	18,887.70
Fund Balance - Conting/Reserves	43,468.26
Fund Balance - Grants	<u>148,098.01</u>
Subtotal - Cash Fund Balance	362,438.80
Fund Balance - Other	<u>3,464.61</u>
<b>Total Fund Balance</b>	<u>365,903.41</u>
<b>TOTAL LIABILITIES AND FUND BALANCE</b>	<u><u>\$ 375,903.41</u></u>

(See accompanying accountants' report)

**Salinas City Center Improvement Association**  
**Statement of Revenues and Expenses - Actual vs. Budget - Fiscal Year 2023-2024 - Cash Basis**  
**For the Twelve Months Ended November 30, 2024**

	SOBO				DISI				Administration			
	Actual	Budget	Remaining	% Remaining	Actual	Budget	Remaining	% Remaining	Actual	Budget	Remaining	% Remaining
<b>Income</b>												
Assessments	\$ 267,518.45	\$ 287,400.00	\$ 19,881.55		\$ 98,090.10	\$ 105,380.00	\$ 7,289.90		\$ 62,420.97	\$ 67,060.00	\$ 4,639.03	
Grants	-	-	-		-	-	-		-	-	-	
Interest Earned	-	-	-		-	-	-		-	-	-	
<b>Total Income</b>	<b>\$ 267,518.45</b>	<b>\$ 287,400.00</b>	<b>\$ 19,881.55</b>		<b>\$ 98,090.10</b>	<b>\$ 105,380.00</b>	<b>\$ 7,289.90</b>		<b>\$ 62,420.97</b>	<b>\$ 67,060.00</b>	<b>\$ 4,639.03</b>	
<b>Expenses</b>												
Bank Service Charges	-	-	-		-	-	-		44.00	200.00	156.00	78%
Formation Costs Payback	-	-	-		-	-	-		-	-	-	
Insurance	-	-	-		-	-	-		2,218.00	2,500.00	282.00	11%
Professional Services	-	-	-		-	-	-		-	-	-	
Accounting	-	-	-		-	-	-		12,940.00	15,200.00	2,260.00	15%
Legal	-	-	-		-	-	-		5,052.50	4,000.00	(1,052.50)	-26%
Other	-	-	-		-	-	-		6,785.10	12,000.00	5,214.90	43%
<b>Total Professional Services</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>24,777.60</b>	<b>33,900.00</b>	<b>9,122.40</b>	<b>27%</b>
Office	-	-	-		-	-	-		-	-	-	
Rent/CAM/Utilities	-	-	-		-	-	-		9,908.10	8,400.00	(1,508.10)	-18%
Office Annual Cleaning	-	-	-		-	-	-		-	600.00	600.00	100%
Office Furnishings/Paint	-	-	-		-	-	-		206.79	1,500.00	1,293.21	86%
Computer / Internet	-	-	-		-	-	-		2,998.57	2,500.00	(498.57)	-20%
<b>Total Office</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>13,113.46</b>	<b>13,000.00</b>	<b>(113.46)</b>	<b>-1%</b>
Staff	-	-	-		-	-	-		-	-	-	
Payroll - Wages & Taxes	94,202.40	108,500.00	14,297.60	13%	20,675.27	21,900.00	1,224.73	6%	41,380.95	44,400.00	3,019.05	7%
Workers Comp Insurance	3,297.94	4,000.00	702.06	18%	600.89	600.00	(0.89)	0%	1,654.64	600.00	(1,054.64)	-176%
<b>Total Staff</b>	<b>97,500.34</b>	<b>112,500.00</b>	<b>14,999.66</b>	<b>13%</b>	<b>21,276.16</b>	<b>22,500.00</b>	<b>1,223.84</b>	<b>5%</b>	<b>43,035.59</b>	<b>45,000.00</b>	<b>1,964.41</b>	<b>4%</b>
SOBO	-	-	-		-	-	-		-	-	-	
Sidewalk Ops (Maintenance)	98,310.30	114,820.00	16,509.70	14%	-	-	-		-	-	-	
Beautification/Order(Security)	94,210.15	97,000.00	2,789.85	3%	-	-	-		-	-	-	
<b>Total SOBO</b>	<b>192,520.45</b>	<b>211,820.00</b>	<b>19,299.55</b>	<b>9%</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	
DISI	-	-	-		-	-	-		-	-	-	
District Identity	-	-	-		47,836.54	71,500.00	23,663.46	33%	-	-	-	
Streetscape Improvements	-	-	-		8,071.01	15,000.00	6,928.99	46%	-	-	-	
<b>Total DISI</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>55,907.55</b>	<b>86,500.00</b>	<b>30,592.45</b>	<b>35%</b>	<b>-</b>	<b>-</b>	<b>-</b>	
Extra Budget Expenses	-	-	-		-	-	-		-	-	-	
Collection Loss	-	-	-		-	-	-		-	-	-	
Taxes	-	-	-		-	-	-		100.00	250.00	150.00	60%
<b>Total Expenses</b>	<b>290,020.79</b>	<b>324,320.00</b>	<b>34,299.21</b>	<b>11%</b>	<b>77,183.71</b>	<b>109,000.00</b>	<b>31,816.29</b>	<b>29%</b>	<b>83,288.65</b>	<b>92,150.00</b>	<b>8,861.35</b>	<b>10%</b>
<b>Net Income</b>	<b>(22,502.34)</b>	<b>(36,920.00)</b>			<b>20,906.39</b>	<b>(3,620.00)</b>			<b>(20,867.68)</b>	<b>(25,090.00)</b>		

**Cash Flow**

Beg Balance FY 2022-23 Carryover	99,886.65	53,694.13	19,755.38
Reallocation of 2022-23 Carryover	-	-	20,000.00
Net Income FY 2023-24	(22,502.34)	20,906.39	(20,867.68)
<b>Ending Cash Balance at 11/30/2024</b>	<b>\$ 77,384.31</b>	<b>\$ 74,600.52</b>	<b>\$ 18,887.70</b>

(See accompanying accountants report)



**Salinas City Center Improvement Association**  
**Statement of Revenues and Expenses - Actual vs. Budget - Fiscal Year 2023-2024 - Cash Basis**  
**For the Twelve Months Ended November 30, 2024**

	Contingency/Reserves				SUBTOTAL SOBO, DISI, ADMIN, & CONTIGENCY			
	Actual	Budget	Remaining	% Remaining	Actual	Budget	Remaining	% Remaining
<b>Income</b>								
Assessments	\$ 17,834.56	\$ 19,160.00	\$ 1,325.44		\$ 445,864.08	\$ 479,000.00	\$ 33,135.92	
Grants	-	-	-		-	-	-	
Interest Earned	6,196.81	-	(6,196.81)		6,196.81	-	(6,196.81)	
<b>Total Income</b>	<b>\$ 24,031.37</b>	<b>\$ 19,160.00</b>	<b>\$ (4,871.37)</b>		<b>\$ 452,060.89</b>	<b>\$ 479,000.00</b>	<b>\$ 26,939.11</b>	
<b>Expenses</b>								
Bank Service Charges	-	-	-		44.00	200.00	156.00	78%
Formation Costs Payback	5,103.50	5,000.00	(103.50)	-2%	5,103.50	5,000.00	(103.50)	-2%
Insurance	-	-	-		2,218.00	2,500.00	282.00	11%
Professional Services	-	-	-		-	-	-	
Accounting	-	-	-		12,940.00	15,200.00	2,260.00	15%
Legal	-	-	-		5,052.50	4,000.00	(1,052.50)	-26%
Other	-	-	-		6,785.10	12,000.00	5,214.90	43%
<b>Total Professional Services</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>24,777.60</b>	<b>33,900.00</b>	<b>9,122.40</b>	<b>27%</b>
Office	-	-	-		-	-	-	
Rent/CAM/Utilities	-	-	-		9,908.10	8,400.00	(1,508.10)	-18%
Office Annual Cleaning	-	-	-		-	600.00	600.00	100%
Office Furnishings/Paint	-	-	-		206.79	1,500.00	1,293.21	86%
Computer / Internet	-	-	-		2,998.57	2,500.00	(498.57)	-20%
<b>Total Office</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>13,113.46</b>	<b>13,000.00</b>	<b>(113.46)</b>	<b>-1%</b>
Staff	-	-	-		-	-	-	
Payroll - Wages & Taxes	-	-	-		156,258.62	174,800.00	18,541.38	11%
Workers Comp Insurance	-	-	-		5,553.47	5,200.00	(353.47)	-7%
<b>Total Staff</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>161,812.09</b>	<b>180,000.00</b>	<b>18,187.91</b>	<b>10%</b>
SOBO	-	-	-		-	-	-	
Sidewalk Ops (Maintenance)	-	-	-		98,310.30	114,820.00	16,509.70	14%
Beautification/Order(Security)	-	-	-		94,210.15	97,000.00	2,789.85	3%
<b>Total SOBO</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>192,520.45</b>	<b>211,820.00</b>	<b>19,299.55</b>	<b>9%</b>
DISI	-	-	-		-	-	-	
District Identity	-	-	-		47,836.54	71,500.00	23,663.46	33%
Streetscape Improvements	-	-	-		8,071.01	15,000.00	6,928.99	46%
<b>Total DISI</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>55,907.55</b>	<b>86,500.00</b>	<b>30,592.45</b>	<b>35%</b>
Extra Budget Expenses	-	-	-		-	-	-	
Collection Loss	-	9,580.00	9,580.00	100%	-	9,580.00	9,580.00	100%
Taxes	-	-	-		100.00	250.00	150.00	60%
<b>Total Expenses</b>	<b>5,103.50</b>	<b>14,580.00</b>	<b>9,476.50</b>	<b>65%</b>	<b>455,596.65</b>	<b>540,050.00</b>	<b>84,453.35</b>	<b>16%</b>
<b>Net Income</b>	<b>18,927.87</b>	<b>4,580.00</b>			<b>(3,535.76)</b>	<b>(61,050.00)</b>		

**Cash Flow**

Beg Balance FY 2022-23 Carryover	44,540.39	217,876.55
Reallocation of 2022-23 Carryover	(20,000.00)	-
Net Income FY 2023-24	18,927.87	(3,535.76)
<b>Ending Cash Balance at 11/30/2024</b>	<b>\$ 43,468.26</b>	<b>\$ 214,340.79 \$ 214,340.79</b>

**Salinas City Center Improvement Association**  
**Statement of Revenues and Expenses - Actual vs. Budget - Fiscal Year 2023-2024 - Cash Basis**  
**For the Twelve Months Ended November 30, 2024**

	Grants Funds				GRAND TOTAL			
	Actual	Budget	Remaining	% Remaining	Actual	Budget	Remaining	% Remaining
<b>Income</b>								
Assessments	\$ -	\$ -	\$ -		\$ 445,864.08	\$ 479,000.00	\$ 33,135.92	
Grants	125,000.00	-	(125,000.00)		125,000.00	-	(125,000.00)	
Interest Earned	-	-	-		6,196.81	-	(6,196.81)	
<b>Total Income</b>	<b>\$ 233,836.48</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ 577,060.89</b>	<b>\$ 479,000.00</b>	<b>\$ (98,060.89)</b>	
<b>Expenses</b>								
Bank Service Charges	-		-		44.00	200.00	156.00	78%
Formation Costs Payback			-		5,103.50	5,000.00	(103.50)	-2%
Insurance			-		2,218.00	2,500.00	282.00	11%
Professional Services			-		-	-	-	
Accounting			-		12,940.00	15,200.00	2,260.00	15%
Legal			-		5,052.50	4,000.00	(1,052.50)	-26%
Other			-		6,785.10	12,000.00	5,214.90	43%
<b>Total Professional Services</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>24,777.60</b>	<b>33,900.00</b>	<b>9,122.40</b>	<b>27%</b>
Office			-		-	-	-	
Rent/CAM/Utilities			-		9,908.10	8,400.00	(1,508.10)	-18%
Office Annual Cleaning			-		-	600.00	600.00	100%
Office Furnishings/Paint			-		206.79	1,500.00	1,293.21	86%
Computer / Internet			-		2,998.57	2,500.00	(498.57)	-20%
<b>Total Office</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>13,113.46</b>	<b>13,000.00</b>	<b>(113.46)</b>	<b>-1%</b>
Staff			-		-	-	-	
Payroll - Wages & Taxes			-		156,258.62	174,800.00	18,541.38	11%
Workers Comp Insurance			-		5,553.47	5,200.00	(353.47)	-7%
<b>Total Staff</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>161,812.09</b>	<b>180,000.00</b>	<b>18,187.91</b>	<b>10%</b>
SOBO			-		-	-	-	
Sidewalk Ops (Maintenance)	20,212.50		-		118,522.80	114,820.00	(3,702.80)	-3%
Beautification/Order(Security)	-		-		94,210.15	97,000.00	2,789.85	3%
<b>Total SOBO</b>	<b>20,212.50</b>	<b>-</b>	<b>-</b>		<b>212,732.95</b>	<b>211,820.00</b>	<b>(912.95)</b>	<b>0%</b>
DISI			-		-	-	-	
District Identity	3,400.00		(3,400.00)		51,236.54	71,500.00	20,263.46	28%
Streetscape Improvements	62,125.97		-		70,196.98	15,000.00	(55,196.98)	-368%
<b>Total DISI</b>	<b>65,525.97</b>	<b>-</b>	<b>-</b>		<b>121,433.52</b>	<b>86,500.00</b>	<b>(34,933.52)</b>	<b>-40%</b>
Extra Budget Expenses								
Collection Loss			-		-	9,580.00	9,580.00	100%
Taxes			-		100.00	250.00	150.00	60%
<b>Total Expenses</b>	<b>85,738.47</b>	<b>-</b>	<b>-</b>		<b>541,335.12</b>	<b>540,050.00</b>	<b>(1,285.12)</b>	<b>0%</b>
<b>Net Income</b>	<b>39,261.53</b>	<b>-</b>			<b>35,725.77</b>	<b>(61,050.00)</b>		

**Cash Flow**

Beg Balance FY 2022-23 Carryover	108,836.48	326,713.03
Reallocation of 2022-23 Carryover	-	-
Net Income FY 2023-24	39,261.53	35,725.77
<b>Ending Cash Balance at 11/30/2024</b>	<b>\$ 148,098.01</b>	<b>\$ 362,438.80</b>



Current Financial Information

Operating Budget

Fiscal Year of December 2024 - November 2025





**Salinas City Center Improvement Association**

**Draft Operating Budget - Fiscal Year 2024-2025**

Thursday, March 6, 2025

		SOBO	DISI	Administration	Contingency/Reserve	Total
		60.0%	22.0%	14.0%	4.0%	100.0%
Gross Income						
2024-2025 Assessments		\$296,907	\$108,866	\$69,278	\$19,794	\$494,845
Gifts & Donations		\$0	\$0	\$0	\$0	\$0
Total gross income		\$296,907	\$108,866	\$69,278	\$19,794	\$494,845
Less: Collection loss	2.0%	\$0	\$0	\$0	\$9,897	\$9,897
Effective income		\$296,907	\$108,866	\$69,278	\$9,897	\$484,948
Expenses						
Bank Service Charges				\$200		\$200
Formation Costs Payback					\$5,000	\$5,000
Insurance				\$2,500		\$2,500
Professional Services						
Accounting				\$15,200		\$15,200
Legal				\$6,000		\$6,000
Other (HR & Grant Writing)				\$12,000		\$12,000
Total Professional Services				\$33,200		\$33,200
Office						
Rent/CAM/Utilities				\$10,000		\$10,000
Office Annual Cleaning				\$600		\$600
Office Furniture/Supplies				\$1,500		\$1,500
Computer/Internet				\$2,500		\$2,500
Total Office				\$14,600		\$14,600
Staff		\$107,500	\$22,500	\$45,000		\$175,000
SOBO						
Sidewalk Operations (Maintenance)		\$125,920				\$125,920
Beautification / Order (Security)		\$100,598				\$100,598
Total SOBO		\$226,518				\$226,518
DISI						
District Identity			\$93,500			\$93,500
Streetscape improvements			\$13,000			\$13,000
Total DISI			\$106,500			\$106,500
Subtotal		\$334,018	\$129,000	\$95,500	\$5,000	\$563,518
Extra Budget Expense						
Taxes		\$0	\$0	\$250	\$0	\$250
Total Extra Budget Expense		\$0	\$0	\$250	\$0	\$250
Total Expenses		\$334,018	\$129,000	\$95,750	\$5,000	\$563,768
Total Income		-\$37,111	-\$20,134	-\$26,472	\$4,897	-\$78,820
Cash Flow						
Beginning balance (Actual 2023-2024 Carryover)		\$77,384	\$74,600	\$18,888	\$43,468	\$214,340
Reallocation of 2023-2024 carryover		\$5,000	\$0	\$25,000	-\$30,000	\$0
Net operating income		-\$37,111	-\$20,134	-\$26,472	\$4,897	-\$78,820
Projected ending balance		\$45,273	\$54,466	\$17,416	\$18,365	\$135,520



Future Financial Information

Assessment Data

Fiscal Year of December 2025 - November 2026



APN	Legal Owner	Site #	Site Street	Benefit Zone	Bldg SF	Bldg Asmnt	Lot SF	Lot SF Asmnt	Frontage	LF Asmnt	Annual Assessment
SALINAS PROPERTY DATABASE						Asmnt Fees	Bldg. SF	Lot SF	LF		
2025 - 2026 TAX YEAR						Zone 1	0.094383	0.074983	5.583244		
CPI INCREASE 3.00%						Zone 2	0.094383	0.074983	3.897104		
002 163 007 000	City Of Salinas	104	Central Ave	2	0	\$ -	6,600	\$ 494.89	181	\$ 705.38	\$ 1,200.26
002 163 008 000	McCain Richard & Michelle	106	Central Ave	2	1,089	\$ 102.78	6,500	\$ 487.39	50	\$ 194.86	\$ 785.03
002 163 009 000	Mar Vista Real Estate Salinas LLC	110	Central Ave	2	649	\$ 61.25	6,500	\$ 487.39	50	\$ 194.86	\$ 743.50
002 163 010 000	Fuentes Jose	114	Central Ave	2	1,542	\$ 145.54	11,900	\$ 892.30	50	\$ 194.86	\$ 1,232.69
002 163 011 000	Lee Paul Chan & Soo Jin	118	Central Ave	2	2,350	\$ 221.80	12,247	\$ 918.32	50	\$ 194.86	\$ 1,334.97
002 163 012 000	Nunes Irma	122	Central Ave	2	1,475	\$ 139.21	8,700	\$ 652.35	60	\$ 233.83	\$ 1,025.39
002 163 013 000	Mora Nancy & Mendez Emiliano	128	Central Ave	2	1,296	\$ 122.32	3,600	\$ 269.94	122	\$ 475.45	\$ 867.71
002 163 014 000	Herring Vincent & Sherri	47	Stone St	2	1,034	\$ 97.59	3,200	\$ 239.95	64	\$ 249.41	\$ 586.95
002 163 015 000	Lei Gouxin & Liang Amanda	43	Stone St	2	1,140	\$ 107.60	7,000	\$ 524.88	65	\$ 253.31	\$ 885.79
002 163 016 000	Chavez Anthony & Kimberly	33	Stone St	2	1,591	\$ 150.16	7,100	\$ 532.38	103	\$ 401.40	\$ 1,083.94
002 163 018 000	SF Steinbeck Commons LP	10	Lincoln Ave	2	75,772	\$ 7,151.55	89,028	\$ 6,675.58	330	\$ 1,286.04	\$ 15,113.18
002 163 019 000	Mora Serafin & Virginia	28	Lincoln Ave	2	1,150	\$ 108.54	9,500	\$ 712.34	63	\$ 245.52	\$ 1,066.40
002 164 003 000	Islamic Community Of Salinas	35	W Market St	2	2,380	\$ 224.63	8,458	\$ 634.21	50	\$ 194.86	\$ 1,053.69
002 164 004 000	Islamic Community Of Salinas	33	W Market St	2	1,200	\$ 113.26	5,200	\$ 389.91	30	\$ 116.91	\$ 620.08
002 164 005 000	Islamic Community Of Salinas	31	W Market St	2	2,511	\$ 236.99	2,511	\$ 188.28	28	\$ 109.12	\$ 534.40
002 164 006 000	Alsalahi Saleh & Shaman Magdah	29	W Market St	2	1,728	\$ 163.09	3,250	\$ 243.69	18	\$ 70.15	\$ 476.94
002 164 007 000	Alsalahi Saleh & Shaman Magdah	23	W Market St	2	0	\$ -	12,229	\$ 916.97	64	\$ 249.41	\$ 1,166.38
002 164 008 000	Alsalahi Saleh & Shaman Magdah	19	W Market St	2	10,875	\$ 1,026.41	5,349	\$ 401.08	31	\$ 120.81	\$ 1,548.30
002 164 009 000	Rolyely LLC	2	Salinas St #A	2	7,690	\$ 725.80	9,050	\$ 678.60	60	\$ 233.83	\$ 1,638.22
002 164 020 000	Salinas City Center LLC	26	Central Ave	2	0	\$ -	9,234	\$ 692.39	80	\$ 311.77	\$ 1,004.16
002 164 021 000	McMillin Family Trust	30	Central Ave	2	1,489	\$ 140.54	8,400	\$ 629.86	63	\$ 245.52	\$ 1,015.91
002 164 022 000	BIFFCO LLC	34	Central Ave	2	1,867	\$ 176.21	8,177	\$ 613.14	63	\$ 245.52	\$ 1,034.87
002 164 023 000	Hernandez Miguel A & Bonnie-Lou	40	Central Ave	2	4,855	\$ 458.23	9,750	\$ 731.08	255	\$ 993.76	\$ 2,183.07
002 164 024 000	Hernandez Miguel A & Bonnie-Lou	27	Lincoln Ave	2	0	\$ -	6,855	\$ 514.01	45	\$ 175.37	\$ 689.38
002 164 034 000	Rolyely LLC	2	Salinas St	2	0	\$ -	11,261	\$ 844.38	257	\$ 1,001.56	\$ 1,845.94
002 164 035 000	Mirkin Bernard B			2	2,770	\$ 261.44	2,770	\$ 207.70	100	\$ 389.71	\$ 858.85
002 164 036 000	Salinas Gateway LP (Condo-Building)	25	Lincoln Ave	2	56,157	\$ 5,300.24	0	\$ -	0	\$ -	\$ 5,300.24
002 164 037 000	Salinas Gateway LP (Condo-Land)			2	0	\$ -	22,010	\$ 1,650.38	276	\$ 1,075.60	\$ 2,725.98
002 171 005 000	City Of Salinas	42	W Market St	2	0	\$ -	14,989	\$ 1,123.92	248	\$ 966.48	\$ 2,090.40
002 171 006 000	City Of Salinas	15	Station Pl	2	0	\$ -	5,250	\$ 393.66	35	\$ 136.40	\$ 530.06
002 171 007 000	City Of Salinas	17	Station Pl	2	0	\$ -	11,770	\$ 882.55	50	\$ 194.86	\$ 1,077.40
002 171 008 000	City Of Salinas	19	Station Pl	2	0	\$ -	12,120	\$ 908.79	60	\$ 233.83	\$ 1,142.62
002 171 010 000	City Of Salinas	52	W Market St	2	0	\$ -	4,197	\$ 314.70	32	\$ 124.71	\$ 439.41
002 171 011 000	City Of Salinas	54	W Market St	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24
002 171 012 000	City Of Salinas	58	W Market St	2	0	\$ -	13,020	\$ 976.28	100	\$ 389.71	\$ 1,365.99
002 171 013 000	City Of Salinas	60-68	W Market St	2	0	\$ -	12,898	\$ 967.13	230	\$ 896.33	\$ 1,863.46
002 171 023 000	City Of Salinas	18	Station Pl	2	0	\$ -	15,850	\$ 1,188.48	282	\$ 1,098.98	\$ 2,287.46
002 171 033 000	City Of Salinas	11	Station Pl	2	0	\$ -	71,578	\$ 5,367.13	38	\$ 148.09	\$ 5,515.22
002 171 034 000	Granary Associates	60	W Market St #200	2	28,454	\$ 2,685.56	27,600	\$ 2,069.53	102	\$ 397.50	\$ 5,152.59
002 171 035 000	City Of Salinas	11	Station Pl	2	0	\$ -	102,366	\$ 7,675.71	400	\$ 1,558.84	\$ 9,234.55
002 172 001 000	City Of Salinas	30	W Market St	2	0	\$ -	4,350	\$ 326.18	211	\$ 822.29	\$ 1,148.46
002 172 002 000	City Of Salinas	26	W Market St	2	0	\$ -	6,387	\$ 478.92	78	\$ 303.97	\$ 782.89
002 172 010 000	City Of Salinas		W Market St	2	0	\$ -	1,610	\$ 120.72	55	\$ 214.34	\$ 335.06
002 172 011 000	City Of Salinas	20	W Market St	2	0	\$ -	16,287	\$ 1,221.25	200	\$ 779.42	\$ 2,000.67
002 172 012 000	City Of Salinas	10	W Market St	2	0	\$ -	15,179	\$ 1,138.17	275	\$ 1,071.70	\$ 2,209.87
002 181 005 000	Jimenez Salvador	29	E Market St	2	0	\$ -	2,000	\$ 149.97	120	\$ 467.65	\$ 617.62
002 181 006 000	Jimenez Salvador	25	E Market St #27	2	0	\$ -	4,030	\$ 302.18	40	\$ 155.88	\$ 458.07
002 181 007 000	Campos Jimenez Investments Inc	23	E Market St	2	2,662	\$ 251.25	13,568	\$ 1,017.37	35	\$ 136.40	\$ 1,405.01
002 181 008 000	Hagins Mary	21	E Market St	2	1,200	\$ 113.26	1,069	\$ 80.16	30	\$ 116.91	\$ 310.33
002 181 011 000	Marquez Carlos & Juana	67	E Market St #4	2	2,468	\$ 232.94	5,657	\$ 424.18	140	\$ 545.59	\$ 1,202.71
002 181 012 000	Campos Jimenez Investments Inc	35	E Market St	2	4,530	\$ 427.55	4,622	\$ 346.57	160	\$ 623.54	\$ 1,397.66
002 182 012 000	Central Coast Renewables LLC	139	Monterey St #14	2	7,755	\$ 731.94	10,562	\$ 791.97	206	\$ 802.80	\$ 2,326.71
002 182 013 000	135-137 Monterey LLC	137	Monterey St	2	8,151	\$ 769.31	5,582	\$ 418.55	56	\$ 218.24	\$ 1,406.10
002 182 014 000	135-137 Monterey LLC	135	Monterey St	2	925	\$ 87.30	5,287	\$ 396.43	48	\$ 187.06	\$ 670.80
002 182 019 000	Campos Jimenez Investments Inc	101	Monterey St	2	3,726	\$ 351.67	8,718	\$ 653.70	160	\$ 623.54	\$ 1,628.91
002 182 020 000	Campos Jimenez Investments Inc	30	E Market St	2	0	\$ -	2,449	\$ 183.63	50	\$ 194.86	\$ 378.49
002 182 033 000	Campos Jimenez Investments Inc	111	Monterey St	2	9,143	\$ 862.94	33,000	\$ 2,474.44	303	\$ 1,180.82	\$ 4,518.20
002 184 001 000	City Of Salinas		E Market St	2	0	\$ -	31,043	\$ 2,327.70	750	\$ 2,922.83	\$ 5,250.52
002 185 011 000	Fuentes Juan & Romo Jose	129	Main St	1	2,750	\$ 259.55	2,650	\$ 198.70	21	\$ 117.25	\$ 575.50
002 185 012 000	Julienne Her Family Trust	131	Main St	1	5,710	\$ 538.92	3,750	\$ 281.19	30	\$ 167.50	\$ 987.61
002 185 017 000	Saunders Frank H & Norwood Kelly	161	Main St	1	8,357	\$ 788.75	6,175	\$ 463.02	51	\$ 284.75	\$ 1,536.52
002 185 018 000	Saunders Frank H & Norwood Kelly	169	Main St #17	1	12,648	\$ 1,193.75	6,359	\$ 476.82	176	\$ 982.65	\$ 2,653.22
002 185 019 000	Salinas City Center LLC	17	E Gabilan St	2	10,370	\$ 978.75	11,165	\$ 837.18	145	\$ 565.08	\$ 2,381.01
002 185 020 000	Saunders Frank H & Norwood Kelly	172	Main St	1	12,454	\$ 1,175.44	6,272	\$ 470.29	178	\$ 993.82	\$ 2,639.55
002 185 024 000	Center For Comm Advocacy A Non Profit Ca Corp	22	W Gabilan St	2	2,857	\$ 269.65	2,925	\$ 219.33	152	\$ 592.36	\$ 1,081.34
002 185 028 000	Rincon Del San Jon Properties	157	Main St	1	2,850	\$ 268.99	3,006	\$ 225.40	24	\$ 134.00	\$ 628.39
002 185 031 000	Green Valley Enterprises	127	Main St	1	3,524	\$ 332.60	3,044	\$ 228.25	28	\$ 156.33	\$ 717.18
002 185 036 000	Salinas Redevelopment Agency		Monterey St	2	0	\$ -	31,363	\$ 2,351.69	379	\$ 1,477.00	\$ 3,828.69
002 185 037 000	City Of Salinas	117	Main St	1	0	\$ -	11,761	\$ 881.87	62	\$ 346.16	\$ 1,228.04
002 185 038 000	City Of Salinas		Monterey St	2	0	\$ -	2,178	\$ 163.31	20	\$ 77.94	\$ 241.25
002 185 039 000	University Corp of Monterey Bay	1	Main St	1	64,585	\$ 6,095.69	59,962	\$ 4,496.13	605	\$ 3,377.86	\$ 13,969.68
002 185 042 000	University Corp of Monterey Bay		*no Site Address*	2	0	\$ -	1,156	\$ 86.68	110	\$ 428.68	\$ 515.36
002 185 043 000	Salinas City Center LLC		Salinas St	2	0	\$ -	15,770	\$ 1,182.48	168	\$ 653.47	\$ 1,835.95
002 185 045 000	Taylor Fresh Foods Inc		Salinas St	2	0	\$ -	13,052	\$ 978.69	231	\$ 901.13	\$ 1,879.82
002 185 046 000	Ppa Properties LLC	16	W Gabilan St	2	0	\$ -	23,282	\$ 1,745.75	190	\$ 740.45	\$ 2,486.20
002 185 047 000	Salinas City Center LLC	150	Main St	1	109,806	\$ 10,363.77	21,042	\$ 1,577.79	459	\$ 2,564.97	\$ 14,506.53
002 186 001 000	Maya Salinas Old Town Cinemas LLC	153	Main St	1	54,284	\$ 5,123.46	54,284	\$ 4,070.38	310	\$ 1,730.81	\$ 10,924.64
002 186 002 000	Deserpa R Jay Ltd	155	Main St	1	1,730	\$ 163.28	1,730	\$ 129.72	60	\$ 334.99	\$ 628.00
002 186 003 000	Deserpa R Jay Ltd	145	Main St	1	1,310	\$ 123.64	1,310	\$ 98.23	60	\$ 334.99	\$ 556.86
002 231 011 000	245 Monterey Street LLC	245	Monterey St	2	0	\$ -	11,000	\$ 824.81	210	\$ 818.39	\$ 1,643.20
002 231 012 000	Kobrinisky Samuel & Marguerite	235	Monterey St	2	5,475	\$ 516.74	5,500	\$ 412.41	50	\$ 194.86	\$ 1,124.01



			Benefit									Annual
APN	Legal Owner	Site #	Site Street	Zone	Bldg SF	Bldg Asmnt	Lot SF	Lot SF Asmnt	Frontage	LF Asmnt	Assessment	
SALINAS PROPERTY DATABASE						Asmnt Fees	Bldg. SF	Lot SF	LF			
2025 - 2026 TAX YEAR						Zone 1	0.094383	0.074983	5.583244			
CPI INCREASE 3.00%						Zone 2	0.094383	0.074983	3.897104			
002 231 013 000	Bay Capital Real Estate Inc.	233	Monterey St	2	5,500	\$ 519.10	5,500	\$ 412.41	50	\$ 194.86	\$ 1,126.37	
002 231 014 000	Massera Robert A	231	Monterey St	2	0	\$ -	5,500	\$ 412.41	50	\$ 194.86	\$ 607.26	
002 231 015 000	Drew David B	225	Monterey St	2	4,975	\$ 469.55	5,500	\$ 412.41	50	\$ 194.86	\$ 1,076.81	
002 231 018 000	Dabit Christopher R	201	Monterey St	2	1,189	\$ 112.22	11,000	\$ 824.81	210	\$ 818.39	\$ 1,755.43	
002 231 024 000	Griffin Sharon Appling	219	Monterey St	2	5,500	\$ 519.10	5,449	\$ 408.58	50	\$ 194.86	\$ 1,122.54	
002 231 025 000	SCC Property LLC	211	Monterey St	2	6,547	\$ 617.92	10,999	\$ 824.73	100	\$ 389.71	\$ 1,832.36	
002 231 026 000	SCC Property LLC	211	Monterey St	2	0	\$ -	5,589	\$ 419.06	50	\$ 194.86	\$ 613.92	
002 232 008 000	Raquel Sisayan LLC	335-349	Monterey St	2	13,298	\$ 1,255.10	24,400	\$ 1,829.58	322	\$ 1,254.87	\$ 4,339.55	
002 232 009 000	LaValley Ronald William	329	Monterey St	2	5,750	\$ 542.70	5,725	\$ 429.28	50	\$ 194.86	\$ 1,166.83	
002 232 010 000	LaValley Ronald William	325	Monterey St	2	528	\$ 49.83	5,675	\$ 425.53	50	\$ 194.86	\$ 670.22	
002 232 015 000	County Of Monterey	20	E Alisal St	2	0	\$ -	32,450	\$ 2,433.20	405	\$ 1,578.33	\$ 4,011.52	
002 233 008 000	Broom Cynthia & Desmond Sandra	340	Monterey St	2	11,593	\$ 1,094.18	15,188	\$ 1,138.84	243	\$ 947.00	\$ 3,180.01	
002 233 009 000	Garing Ann	367	Main St	1	17,820	\$ 1,681.90	6,200	\$ 464.89	174	\$ 971.48	\$ 3,118.27	
002 233 010 000	KPM Properties LLC	361	Main St	1	6,163	\$ 581.68	6,377	\$ 478.17	50	\$ 279.16	\$ 1,339.01	
002 233 011 000	Botelho Theresa Ann	343	Main St #357	1	16,176	\$ 1,526.73	18,531	\$ 1,389.51	151	\$ 843.07	\$ 3,759.31	
002 233 012 000	Willette Jones	341	Main St	1	2,000	\$ 188.77	2,510	\$ 188.21	21	\$ 117.25	\$ 494.22	
002 233 013 000	Navarro Belia Garcia	333	Main St	1	3,720	\$ 351.10	3,777	\$ 283.21	30	\$ 167.50	\$ 801.81	
002 233 014 000	Ganesa Properties LLC	331	Main St	1	6,200	\$ 585.17	6,234	\$ 467.44	50	\$ 279.16	\$ 1,331.78	
002 233 015 000	D & G Land Development Co	325	Main St	1	6,051	\$ 571.11	6,145	\$ 460.77	50	\$ 279.16	\$ 1,311.04	
002 233 016 000	JB Salinas LLC	319	Main St	1	7,789	\$ 735.15	6,203	\$ 465.12	50	\$ 279.16	\$ 1,479.43	
002 233 017 000	Muller Rita A	313	Main St	1	6,076	\$ 573.47	6,061	\$ 454.47	49	\$ 273.58	\$ 1,301.52	
002 233 018 000	Gattis James L	307	Main St	1	12,710	\$ 1,199.60	6,355	\$ 476.52	51	\$ 284.75	\$ 1,960.86	
002 233 019 000	Blue Larkspur Partners LLC	301	Main St	1	40,365	\$ 3,809.75	6,200	\$ 464.89	174	\$ 971.48	\$ 5,246.13	
002 233 020 000	Service Employees International Union Local 52	334	Monterey St	2	4,367	\$ 412.17	4,960	\$ 371.92	40	\$ 155.88	\$ 939.97	
002 233 021 000	Strobel Margaret I	338	Monterey St	2	3,050	\$ 287.87	3,712	\$ 278.34	30	\$ 116.91	\$ 683.12	
002 233 023 000	City Of Salinas	300	Monterey St	2	0	\$ -	51,548	\$ 3,865.22	532	\$ 2,073.26	\$ 5,938.48	
002 234 001 000	Saunders Frank H & Norwood Kelly	202	Monterey St	2	957	\$ 90.32	4,250	\$ 318.68	131	\$ 510.52	\$ 919.52	
002 234 002 000	Patel Kiran J	16	E Gabilan St	2	11,341	\$ 1,070.39	4,309	\$ 323.10	50	\$ 194.86	\$ 1,588.35	
002 234 009 000	Salinas City Center LLC	213	Main St	1	11,980	\$ 1,130.70	6,820	\$ 511.38	55	\$ 307.08	\$ 1,949.16	
002 234 014 000	Ariano Allen D & Lynda	225	Main St	1	2,460	\$ 232.18	2,480	\$ 185.96	20	\$ 111.66	\$ 529.80	
002 234 015 000	Ariano Allen D & Lynda	231	Main St	1	9,176	\$ 866.05	9,300	\$ 697.34	74	\$ 413.16	\$ 1,976.56	
002 234 017 000	232 Monterey St LLC	232	Main St	1	32,400	\$ 3,057.99	16,204	\$ 1,215.02	120	\$ 669.99	\$ 4,943.01	
002 234 018 000	Gutierrez Migel	251	Main St	1	5,559	\$ 524.67	8,100	\$ 607.36	60	\$ 334.99	\$ 1,467.03	
002 234 019 000	295 Main Street LLC	255	Main St	1	0	\$ -	13,552	\$ 1,016.17	100	\$ 558.32	\$ 1,574.49	
002 234 023 000	City Of Salinas		Monterey St	2	0	\$ -	5,400	\$ 404.91	0	\$ -	\$ 404.91	
002 234 028 000	295 Main Street LLC	295	Main St	1	15,000	\$ 1,415.74	25,214	\$ 1,890.62	464	\$ 2,590.63	\$ 5,896.98	
002 234 029 000	City Of Salinas	222	Monterey St	2	0	\$ -	31,147	\$ 2,335.49	300	\$ 1,169.13	\$ 3,504.63	
002 234 030 000	City Of Salinas	222	Monterey St	2	0	\$ -	916	\$ 68.68	0	\$ -	\$ 68.68	
002 234 031 000	Entertainment Lane Inc	241	Main St	1	9,767	\$ 921.83	10,890	\$ 816.56	61	\$ 340.58	\$ 2,078.98	
002 234 032 000	LaTourette Monica	221	Main St #205	1	11,320	\$ 1,068.41	6,138	\$ 460.25	50	\$ 279.16	\$ 1,807.82	
002 234 033 000	Berkley Inc	201	Main St	1	0	\$ -	12,500	\$ 937.29	244	\$ 1,362.31	\$ 2,299.60	
002 242 001 000	Saunders Henry E & Darleen M	202	Main St	1	8,928	\$ 842.65	8,928	\$ 669.45	196	\$ 1,094.32	\$ 2,606.41	
002 242 002 000	Andrus & Company	212	Main St	1	10,292	\$ 971.38	10,245	\$ 768.20	83	\$ 463.41	\$ 2,202.99	
002 242 003 000	Valverde III Efraim & Claudia	222	Main St	1	4,564	\$ 430.76	3,072	\$ 230.35	25	\$ 139.58	\$ 800.69	
002 242 006 000	Zhao Wen	232	Main St	1	2,752	\$ 259.74	2,910	\$ 218.20	23	\$ 128.41	\$ 606.36	
002 242 007 000	Andrus & Company	236	Main St	1	2,975	\$ 280.79	3,298	\$ 247.29	27	\$ 150.75	\$ 678.83	
002 242 008 000	RBG Inc.	238	Main St	1	10,000	\$ 943.83	6,304	\$ 472.69	51	\$ 284.75	\$ 1,701.26	
002 242 009 000	E J Ratto & G R Ratto 1998 Family Partnership	246	Main St	1	10,000	\$ 943.83	3,100	\$ 232.45	25	\$ 139.58	\$ 1,315.85	
002 242 011 000	Haversat Trudy	254	Main St	1	4,800	\$ 453.04	4,800	\$ 359.92	24	\$ 134.00	\$ 946.95	
002 242 012 000	Dillard Kurt D	256	Main St	1	2,480	\$ 234.07	2,542	\$ 190.61	20	\$ 111.66	\$ 536.34	
002 242 013 000	Nham David	258	Main St	1	10,172	\$ 960.06	5,172	\$ 387.81	35	\$ 195.41	\$ 1,543.28	
002 242 014 000	Cominos Properties LLC	4	W Alisal St	1	11,000	\$ 1,038.21	11,473	\$ 860.28	219	\$ 1,222.73	\$ 3,121.22	
002 242 015 000	Ames Family Trust	32	W Alisal St	2	4,069	\$ 384.04	4,300	\$ 322.43	43	\$ 167.58	\$ 874.04	
002 242 016 000	Ames Family Trust	40	W Alisal St	2	0	\$ -	2,200	\$ 164.96	22	\$ 85.74	\$ 250.70	
002 242 017 000	Ames Family Trust	46	W Alisal St	2	11,500	\$ 1,085.40	5,974	\$ 447.95	165	\$ 643.02	\$ 2,176.37	
002 242 018 000	Ames Family Trust	237	Salinas St	2	4,654	\$ 439.26	6,500	\$ 487.39	50	\$ 194.86	\$ 1,121.50	
002 242 026 000	248 Main Street JS LLC	248	Main St	1	4,130	\$ 389.80	3,191	\$ 239.27	26	\$ 145.16	\$ 774.23	
002 242 027 000	Salinas City Center LLC	250	Main St	1	3,248	\$ 306.55	3,002	\$ 225.10	24	\$ 134.00	\$ 665.65	
002 242 028 000	Salinas City Center LLC	207	Salinas St	2	13,195	\$ 1,245.38	27,300	\$ 2,047.03	340	\$ 1,325.02	\$ 4,617.43	
002 242 029 000	City Of Salinas	219	Salinas St	2	0	\$ -	16,875	\$ 1,265.34	140	\$ 545.59	\$ 1,810.93	
002 242 030 000	Magdirila Diana B & Gloria	224	Main St	1	11,573	\$ 1,092.29	6,162	\$ 462.05	50	\$ 279.16	\$ 1,833.50	
002 242 032 000	Salinas Urban Renewal Agency	230	Main St	1	0	\$ -	1,795	\$ 134.59	22	\$ 122.83	\$ 257.43	
002 242 033 000	City Of Salinas	228	Main St	2	0	\$ -	1,000	\$ 74.98		\$ -	\$ 74.98	
002 242 034 000	Santos-Santiago Jorge	231	Salinas St	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24	
002 242 035 000	Piini John W & Catherine B	233	Salinas St	2	4,000	\$ 377.53	5,000	\$ 374.91	50	\$ 194.86	\$ 947.30	
002 243 001 000	Finegan Bailey Colleen	58	W Alisal St	2	5,980	\$ 564.41	6,900	\$ 517.38	242	\$ 943.10	\$ 2,024.89	
002 243 002 000	Haversat Trudy	64	W Alisal St	2	2,000	\$ 188.77	3,000	\$ 224.95	40	\$ 155.88	\$ 569.60	
002 243 003 000	Minhoto Properties LP	66	W Alisal St	2	2,690	\$ 253.89	3,750	\$ 281.19	50	\$ 194.86	\$ 729.93	
002 243 004 000	Santa Lucia Parlor No 97 Nsgw	76	W Alisal St	2	2,440	\$ 230.29	8,250	\$ 618.61	110	\$ 428.68	\$ 1,277.58	
002 243 005 000	Minhoto Properties LP	261	Lincoln Ave	2	4,877	\$ 460.30	8,400	\$ 629.86	262	\$ 1,021.04	\$ 2,111.20	
002 244 002 000	City Of Salinas	215	Lincoln Ave	2	0	\$ -	4,600	\$ 344.92	50	\$ 194.86	\$ 539.78	
002 244 098 000	City Of Salinas	210	Salinas St	2	0	\$ -	33,386	\$ 2,503.38	550	\$ 2,143.41	\$ 4,646.79	
002 244 099 000	City Of Salinas	100	Howard St	2	0	\$ -	39,472	\$ 2,959.73	588	\$ 2,291.50	\$ 5,251.22	
002 245 001 000	El Camino Enterprises Inc	102	Lincoln Ave	2	1,204	\$ 113.64	5,063	\$ 379.64	151	\$ 588.46	\$ 1,081.74	
002 245 002 000	City Of Salinas	106	Lincoln Ave	2	0	\$ -	4,074	\$ 305.48	40	\$ 155.88	\$ 461.36	
002 245 003 000	City Of Salinas	108	Lincoln Ave	2	0	\$ -	4,050	\$ 303.68	40	\$ 155.88	\$ 459.57	
002 245 004 000	City Of Salinas	112	Lincoln Ave	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24	
002 245 005 000	City Of Salinas	118	Lincoln Ave	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24	
002 245 006 000	City Of Salinas	120	Lincoln Ave	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24	
002 245 007 000	City Of Salinas	128	Lincoln Ave	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24	
002 245 008 000	City Of Salinas		W Gabilan St	2	0	\$ -	8,489	\$ 636.53	191	\$ 744.35	\$ 1,380.88	

APN	Legal Owner	Site #	Site Street	Benefit Zone	Bldg SF	Bldg Asmnt	Lot SF	Lot SF Asmnt	Frontage	LF Asmnt	Annual Assessment
SALINAS PROPERTY DATABASE						Asmnt Fees	Bldg. SF	Lot SF	LF		
2025 - 2026 TAX YEAR						Zone 1	0.094383	0.074983	5.583244		
CPI INCREASE 3.00%						Zone 2	0.094383	0.074983	3.897104		
002 245 009 000	Joaquin Bear LLC	118	W Gabilan St	2	5,843	\$ 551.48	9,730	\$ 729.58	209	\$ 814.49	\$ 2,095.56
002 245 010 000	Pitman Robert J	125	Church St	2	4,375	\$ 412.92	6,500	\$ 487.39	50	\$ 194.86	\$ 1,095.17
002 245 011 000	Pitman John D & Robert J	117	Church St	2	6,000	\$ 566.30	6,500	\$ 487.39	50	\$ 194.86	\$ 1,248.54
002 245 012 000	Pitman John D & Robert J	111	Church St	2	2,360	\$ 222.74	6,500	\$ 487.39	50	\$ 194.86	\$ 904.99
002 245 014 000	Taluban Belinda A	109	Central Ave	2	1,347	\$ 127.13	6,500	\$ 487.39	50	\$ 194.86	\$ 809.38
002 245 015 000	Taluban Belinda A	119	Central Ave	2	2,160	\$ 203.87	13,650	\$ 1,023.52	235	\$ 915.82	\$ 2,143.20
002 245 016 000	Pitman John D & Robert J	109	Church St	2	0	\$ -	6,500	\$ 487.39	50	\$ 194.86	\$ 682.24
002 246 014 000	City Of Salinas	113	Lincoln Ave	2	0	\$ -	105,745	\$ 7,929.07	1320	\$ 5,144.18	\$ 13,073.25
002 247 001 000	U S A		Lincoln Ave	2	0	\$ -	37,418	\$ 2,805.71	820	\$ 3,195.63	\$ 6,001.34
002 248 002 000	Piini Joseph J	32	W Gabilan St	2	14,229	\$ 1,342.97	25,967	\$ 1,947.08	327	\$ 1,274.35	\$ 4,564.40
002 248 005 000	Salinas City Center LLC	35	Central Ave	2	5,828	\$ 550.06	13,000	\$ 974.78	230	\$ 896.33	\$ 2,421.17
002 248 009 000	Monterey-Salinas Transit	110	Salinas Rd #Lot 1	2	778	\$ 73.43	18,699	\$ 1,402.11	357	\$ 1,391.27	\$ 2,866.80
002 248 010 000	Monterey-Salinas Transit	110	Salinas Rd #Lot 2	2	0	\$ -	14,787	\$ 1,108.77	100	\$ 389.71	\$ 1,498.48
002 248 011 000	City Of Salinas	128	W Gabilan St	2	0	\$ -	6,420	\$ 481.39	208	\$ 810.60	\$ 1,291.99
002 251 003 000	Magnolia Zarraga	114	Church St	2	1,496	\$ 141.20	6,200	\$ 464.89	50	\$ 194.86	\$ 800.95
002 251 014 000	Muller Rita A	123	Central Ave	2	3,834	\$ 361.86	16,900	\$ 1,267.21	260	\$ 1,013.25	\$ 2,642.32
002 251 015 000	Vega Nelson A	130	W Gabilan St	2	5,238	\$ 494.38	9,693	\$ 726.81	220	\$ 857.36	\$ 2,078.55
002 253 028 000	County Of Monterey		*no Site Address*	2	0	\$ -	134,992	\$ 10,122.10	1025	\$ 3,994.53	\$ 14,116.63
002 253 029 000	County Of Monterey	168	W Alisal St	2	0	\$ -	55,843	\$ 4,187.27	193	\$ 752.14	\$ 4,939.41
002 253 030 000	County Of Monterey	230	Church St	2	0	\$ -	45,781	\$ 3,432.80	183	\$ 713.17	\$ 4,145.97
002 253 032 000	County Of Monterey		*no Site Address*	2	0	\$ -	61,115	\$ 4,582.56	505.49	\$ 1,969.95	\$ 6,552.51
002 253 033 000	County Of Monterey		*no Site Address*	2	0	\$ -	22,608	\$ 1,695.19	118.5	\$ 461.81	\$ 2,156.99
002 253 034 000	County Of Monterey		*no Site Address*	2	0	\$ -	26,659	\$ 1,998.95	330.76	\$ 1,289.01	\$ 3,287.96
002 322 016 000	JRG Leasing II LLC	318	Cayuga St	2	21,161	\$ 1,997.23	15,630	\$ 1,171.98	120	\$ 467.65	\$ 3,636.86
002 322 018 000	County Of Monterey	142	W Alisal St	2	0	\$ -	46,609	\$ 3,494.88	628	\$ 2,447.38	\$ 5,942.26
002 331 002 000	Maldonado Albert & Maria E	326	Lincoln Ave	2	4,200	\$ 396.41	7,984	\$ 598.66	60	\$ 233.83	\$ 1,228.90
002 331 010 000	City Of Salinas	101	W Alisal St	2	0	\$ -	148,648	\$ 11,146.07	1649	\$ 6,426.32	\$ 17,572.39
002 335 005 000	MT18	123	W Alisal St	2	34,188	\$ 3,226.75	37,026	\$ 2,776.32	805	\$ 3,137.17	\$ 9,140.24
002 341 001 000	Salinas City Center LLC	300	Main St	1	25,681	\$ 2,423.84	18,614	\$ 1,395.73	274	\$ 1,529.81	\$ 5,349.38
002 341 002 000	Ariel Theatrical Inc	320	Main St	1	6,192	\$ 584.42	6,200	\$ 464.89	50	\$ 279.16	\$ 1,328.47
002 341 004 000	Burks Cleo V	330	Main St	1	3,042	\$ 287.11	3,100	\$ 232.45	29	\$ 161.91	\$ 681.47
002 341 005 000	Serra Apartments Inc	338	Main St	1	13,089	\$ 1,235.37	12,628	\$ 946.88	102	\$ 569.49	\$ 2,751.75
002 341 006 000	Salinas City Center LLC	344	Main St	1	11,472	\$ 1,082.76	6,323	\$ 474.12	50	\$ 279.16	\$ 1,836.04
002 341 007 000	Kattner Robert T	350	Main St	1	7,222	\$ 681.63	6,250	\$ 468.64	50	\$ 279.16	\$ 1,429.44
002 341 009 000	Boerlin Family Trust	362	Main St	1	2,437	\$ 230.01	2,480	\$ 185.96	20	\$ 111.66	\$ 527.63
002 341 010 000	Haney Sharon L	364	Main St	1	940	\$ 88.72	1,612	\$ 120.87	13	\$ 72.58	\$ 282.17
002 341 011 000	Haney Sharon L	366	Main St	1	2,064	\$ 194.81	2,180	\$ 163.46	17	\$ 94.92	\$ 453.18
002 341 012 000	Salmina Amy M & William J	376	Main St #A	1	7,500	\$ 707.87	6,200	\$ 464.89	125	\$ 697.91	\$ 1,870.67
002 341 014 000	City Of Salinas	345	Salinas St	2	0	\$ -	6,410	\$ 480.64	50	\$ 194.86	\$ 675.50
002 341 015 000	City Of Salinas		Salinas St	2	0	\$ -	6,552	\$ 491.29	50	\$ 194.86	\$ 686.14
002 341 016 000	City Of Salinas		Salinas St	2	0	\$ -	13,336	\$ 999.97	100	\$ 389.71	\$ 1,389.68
002 341 018 000	Gold Valley Properties LLC	333	Salinas St	2	13,176	\$ 1,243.58	19,000	\$ 1,424.68	150	\$ 584.57	\$ 3,252.83
002 341 019 000	Salinas Civic Ctr Bldg LLC	21	W Alisal St	2	18,000	\$ 1,698.89	18,982	\$ 1,423.33	280	\$ 1,091.19	\$ 4,213.40
002 341 020 000	Hitchcock Richard Leslie	356	Main St	1	4,250	\$ 401.13	6,200	\$ 464.89	50	\$ 279.16	\$ 1,145.18
002 341 025 000	Kawahira Akira & Lillian	385	Salinas St	2	8,500	\$ 802.25	13,000	\$ 974.78	230	\$ 896.33	\$ 2,673.36
002 342 009 000	400 Main	415	Salinas St	2	2,007	\$ 189.43	10,032	\$ 752.23	282	\$ 1,098.98	\$ 2,040.64
002 342 011 000	400 Main	406	Main St	1	12,985	\$ 1,225.56	31,799	\$ 2,384.38	558	\$ 3,115.45	\$ 6,725.39
002 345 016 000	Watkins Family LP	344	Salinas St	2	27,660	\$ 2,610.62	12,362	\$ 926.94	597	\$ 2,326.57	\$ 5,864.13
002 345 018 000	City Of Salinas	65	W Alisal St	2	0	\$ -	23,719	\$ 1,778.52	440	\$ 1,714.73	\$ 3,493.25
002 345 019 000	City Of Salinas	320	Salinas St	2	0	\$ -	51,383	\$ 3,852.85	350	\$ 1,363.99	\$ 5,216.84
002 346 001 000	3some Par-Tners LLC	328	Main St #A	1	0	\$ -	0	\$ -	0	\$ -	\$ -
002 346 002 000	3some Par-Tners LLC	328	Main St #A	1	2,677	\$ 252.66	3,099	\$ 232.37	25	\$ 139.58	\$ 624.62
002 346 003 000	3some Par-Tners LLC	328	Main St #B	2	1,567	\$ 147.90	0	\$ -	0	\$ -	\$ 147.90
002 351 008 000	Pi Properties No 140 LLC	405	Monterey St	1	20,828	\$ 1,965.80	45,506	\$ 3,412.17	593	\$ 3,310.86	\$ 8,688.84
002 351 009 000	Northern Calif Savings & Loan	425	Main St	1	8,905	\$ 840.48	39,400	\$ 2,954.33	480	\$ 2,679.96	\$ 6,474.76
002 351 010 000	Berryessa LLC	27	E John St	2	756	\$ 71.35	16,568	\$ 1,242.32	298	\$ 1,161.34	\$ 2,475.01
002 355 008 000	VF & B LLC	401	Monterey St	2	8,090	\$ 763.55	18,656	\$ 1,398.88	267.23	\$ 1,041.42	\$ 3,203.86
Totals					1,323,261	\$124,892.68	3,111,932	\$ 233,341.88	35,640	\$ 151,452.99	\$ 509,687.55



## Accomplishments and Goals

### Sidewalk Operations, Beautification, and Order (SOBO)

The Sidewalk Operations, Beautification, and Order Committee (SOBO) is charged with making the Salinas City Center District (District) a safe and inviting place by overseeing private security, coordinating security needs with the City of Salinas Police Department, maintaining the sidewalks and landscaping, and beautifying the District for the enjoyment of the public, merchants, property owners, and employees.

#### Committee Background

The SOBO Committee was established as an ad-hoc committee in 2016. The Committee is run by a volunteer group that addresses security and sidewalk maintenance.

In previous years, SOBO's services were performed through contracts with independent contractors and one employee.

SOBO staff and day-to-day operations are led by Greg Hamer, SCCIA District Coordinator, with oversight from the Committee.

#### Accomplishments FY Dec 23/24

- Continued to contract with Allied Security for security services throughout our District. To improve security, Allied provides foot patrol six days a week; interacts with the local homeless population; responds to calls from local merchants, businesses and property owners; and coordinates with the police department.
- Continued to contract with Smith & Enright for landscaping and sidewalk maintenance services to the entire District. Smith & Enright's services cover the entire District and include trimming, weeding, sweeping, blowing, and picking up debris twice a week.
- Added regular pressure washing service to the new Main Street Project Sidewalks to address the staining that was occurring on the new concrete. Currently, the sidewalks are pressure washed on a monthly basis during summer months.
- Supervised the work efforts of Kevin Hayes in his Streetscape Maintenance position. Kevin provides valuable maintenance throughout the District as needed, with positive feedback from the business community. His electric utility vehicle helps him efficiently manage our District.
- Added a second full-time streetscape maintenance position to better serve our District. sources of water to allow for landscape irrigation.
- Replaced several trees in the District and provided tree maintenance activities.
- Secured pricing quotes for refurbishment of tree wells and planter boxes that need attention.





- Issued an RFP for security services for FY Dec 24/25. Security represents a significant cost to the District, and an RFP assists in providing the maximum service to the District in a manner that is in line with our budget.
- Replaced all tree well electrical outlets on the 200 and 300 block with outlets mounted 15ft high in the trees to deter stealing of electricity.

### Goals FY Dec 24/25

- Continue to provide maintenance, beautification and security to our District in a manner that is in line with our budget.
- Continue to evaluate the effectiveness of the current pressure washing program. If effective, study budget or grant opportunities to modify the pressure washing program as funds become available.
- Work with SCCIA's District Coordinator, including supervising maintenance staff, overseeing payroll, communicating with SCCIA constituents, and purchasing supplies, as needed.
- Seek grant funding for additional tree work, including tree planting in vacant tree wells throughout Zone 2.
- Pursue grant and funding opportunities to supplement SOBO revenue to not only assist with cost increases but to enable additional services throughout the District.

### Current Landscaping and Maintenance – Zones 1 & 2

Smith & Enright currently provides maintenance to the entire District. We anticipate continuing with Smith and Enright for FY Dec 24/25, with possible cutbacks to be considered during the fiscal year in light of our increasing staffing.

Additional services are projected for aphid control, plant/tree replacement and tree pruning during FY Dec 24/25. These items will be considered on a case-by-case basis. Some of these costs are included in the proposed budget, while some are intended to be funded from grant funds.



## Sidewalk Pressure Washing

SOBO anticipates continuing to provide periodic spot treatments in FY Dec 24/25 of the Main Street sidewalks. Continued participation with the Farmer's Market (300 Block) and Taylor Farms (west side 100 Block) will continue to be explored.



## Conclusion

SOBO operations have matured and are continuous with little variation. However, we have been able to expand our staffing to better serve the needs of the District. As SCCIA is a volunteer organization, the added staffing was only made possible by the addition of the SCCIA District Coordinator position. With two maintenance employees starting off in FY Dec 23/24, we look forward to being able to improve our overall level of service.



## District Identity and Streetscape Improvements (DISI)

### Accomplishments FY Dec 23/24

- Solicited multiple grant funds to be used in 2024/2025
- Enhanced communication and visibility with Downtown merchants by way of new District Coordinator to work on development of a Downtown merchant group
- Monthly newsletterContinued: Social media postings.
- Holiday décor and festivities including tree lighting and moved Holiday tree lighting to occur with Shop Small Saturday for a larger impact.
- Alley activation installations were enhanced including re-mounting new stainless steel wire after the Salinas Habitats Mural was completed.
- Mural program for Downtown Salinas; approved two murals to be installed downtown
- Created Hopstock installation on sidewalk for two locations with more youth engagement and healthy movement in partnership with Blue Zones.
- Partnerships with major Downtown stakeholders: CSUMB @SCC, Downtown Rotary, Alvarado on Main, Taylor Farms, Artist Ink, Arts Council etc.

### Goals FY Dec 24/25

- Produce video media promoting downtown.
- Install additional murals and sculptures downtown.
- Create more conversation areas with furniture.
- Repaint all planters in Melody Ln and Harmony Ln.
- Create a Food & Drink Bingo card for downtown establishments.
- Continue to explore adding more organizations to the banner program including local schools.

## Land Use Committee

### Accomplishments FY Dec 23/24

#### Housing

To the extent possible, monitored the status of proposed new transit-oriented density housing on city parking lots in Downtown Salinas and the exclusive negotiating agreement toward approval of those parcels.

Highlighted how the City of Salinas has advanced towards its Regional Housing Needs Allocation (RHNA) goals through adaptive reuse development in the Downtown.

#### Downtown Parking Facility

Continued interaction with County of Monterey and City of Salinas officials in the planning stages for a potential Downtown Parking Facility adjacent to the County Government Center, as indicated in the Downtown Vibrancy Plan.





### Parking Management District

Collected records from dozens of other California cities related to their Downtown Parking management programs and discussed the possible approach and timing for a parking study with City planning staff.

### Intermodal Transportation Center

Continued to track the status of the Salinas Kick-Start Project Phases 2 and 3, as well as the initiation of planning for the Parajo station, toward the ultimate goal of commuter trains between Salinas and the South Bay (and beyond).

### Permits and Agreements for Signs, Awnings, Facades, and the Salinas Arch

Worked in collaboration with business owners and the City of Salinas to resolve regulatory obstacles to installation of signs, awnings, and other facade improvements in Downtown Salinas.

Since 2019, SCCIA has been promoting to city staff the idea of a Vintage Sign Ordinance that would encourage local businesses to install high-quality signs that evoke the art deco/art moderne era of Downtown Salinas in the 1930s and 1940s. At this time SCCIA is seeking inclusion of the ordinance in the revised General Plan and has asked the Historic Resources Board to support a vintage sign ordinance. A model of the El Rey Theater original sign has been restored and can serve as an inspiration to other property owners and merchants.

A maintenance agreement was finalized with SCCIA, Salinas Rotary, and City of Salinas.

### Permit Reform

Worked in a coalition with other business organizations to monitor the city's permit process and provide input for improvements through a Business Development Committee.

### Accurate Assessment of Vacancies

Directed the SCCIA district coordinator to create and maintain an accurate record of who owns properties and operates businesses within the Salinas Community Benefit District, in order to identify vacancies and consider a plan to get those vacancies filled.

### Traffic Issues

Maintained communication with the Public Works Department on evaluation of the diagonal "scramble" crosswalks and how they affect traffic flow and pedestrian behavior.

### Outdoor Dining

Monitored the city's development and promotion of a permit program and financial assistance for outdoor dining.

### Historic Preservation and Promotion

Supported a renewed Mills Act program with better promotion and accountability and an effort to expand what is considered to be "historic."



Continued support of a revitalized Historic Resources Board.

Continued support of the concept of a city Heritage Park that would encompass the narrow parcels within the Intermodal Transportation Center where historic structures are located. As part of that support, ensured that supporters of the proposed Heritage Park did not intend to block or inhibit potential transit-oriented density residential development at the Intermodal Transportation Center.

#### Food Trucks and Mobile Vendors

Tracked continued implementation of the city's food vendor program and did not identify any problems. Continue to address illegal/unpermitted food vendors, trash, and staining of sidewalks in the evenings and weekends.

#### Salinas Arch Maintenance

Advanced toward a maintenance agreement with SCCIA and Salinas Rotary to maintain the Salinas Rotary Arch and implement a plan for quick removal of graffiti using appropriate methods.

#### Goals FY Dec 24/25

1. Support and Advocate for Continued Implementation of the Downtown Vibrancy Plan - maintain a list of what in the Downtown Vibrancy Plan has been completed, what is in the process of being done, and what still remains to be done. Ask the City to prepare a progress report at least annually. Continue to highlight the relationship of the Downtown Vibrancy Plan to other plans, such as the Economic Development Element of the General Plan, the Alisal Vibrancy Plan, the Chinatown Revitalization Plan, and others.
2. Achieve a Revenue-Neutral, Vibrancy-Oriented, Publicly-Accountable Parking Management Program - develop and implement a comprehensive plan for a public-private Downtown Parking Management District, for the purpose of reducing parking frustrations for customers, merchants, employees, and other businesses while generating revenue that pays expenditures for adequate, quality operations and maintenance in the District. This includes seeking City/County financing, environmental review, approval and construction of a parking structure at Gabilan and Church with design standards that contribute to the aesthetic character of Downtown.
3. Pursue Public and Private Policies that Promote and Highlight Historical, Cultural, and Aesthetic Aspects of Downtown Salinas - emphasize the distinctive buildings, facades, and cultural and historical elements of Downtown through initiatives including a Vintage Sign Ordinance and a facade illumination program, so residents of the region, visitors from outside the region, and business owners choose Downtown as a destination. Work with the California Welcome Center, the First Mayor's House, the Heritage Park organization, the UC Valleys of Anza project, the Historic Resources Board, and other groups dedicated to historic preservation and promotion.
4. Improve the Permit Process to Encourage Commercial and Residential Development - continue active participation in a coalition of business groups currently known as the Business Development Committee to review and recommend improvement to the permit process, including proper assessment of traffic impact fees and reasonable review of planning, building and sign applications within SCCIA Boundaries.



5. Prevent Property Neglect and Blight - monitor and report dilapidated vacant buildings for potential City enforcement action, track short-term commercial vacancies, and encourage building owners to activate long-term commercial vacancies.
6. Monitor:
  - a. Operations of Downtown Events and recommend policies and changes as necessary to relevant parties.
  - b. Diagonal scramble crosswalks at the intersection of Main Street and Alisal Street and work with the City of Salinas for solutions to traffic backups that occur there at certain times.
  - c. Others as needed may develop.
7. Seek Grants to Provide Expertise or Resources to the Land Use Committee in Advancing the Downtown Vibrancy Plan:
  - a. Expand the vision of Downtown by obtaining advice, studies and models from outside experts and by seeking analysis of projects and programs that increase vibrancy in other downtown districts in California and elsewhere.
  - b. Study Downtown streets to reduce speeds, improve circulation and pedestrian safety, and broaden parking options.
  - c. Others as needed may develop.
8. Finalize and Ratify Rotary and SCCIA Arch Maintenance Agreement.





## Annual Calendar

	Dates and Deadlines
12/28/2024	Disbursement 1 by City by City of Salinas
1/9/2025	Salinas City Center Board Meeting by Salinas City Center
1/23/2025	Land Use Committee Meeting by Salinas City Center
1/31/2025	1099's due to Vendors by CPA
1/31/2025	District changes to Engineers report due by Salinas City Center
2/13/2025	Salinas City Center Board Meeting by Salinas City Center
2/27/2025	Land Use Committee Meeting by Salinas City Center
3/1/2025	Nominations Committee sends out Nomination Forms by Salinas City Center
3/10/2025	Deadline for submitting nominations to NC by Salinas City Center
3/13/2025	Salinas City Center Board Meeting by Salinas City Center
3/27/2025	Land Use Committee Meeting by Salinas City Center
4/10/2025	Salinas City Center Board Meeting by Salinas City Center
4/15/2025	Annual 990 Tax Filing due by CPA
4/24/2025	Land Use Committee Meeting by Salinas City Center
4/30/2025	Annual Financial Statement by Salinas City Center
4/30/2025	Annual Report by Salinas City Center
4/30/2025	Disbursement 2 by City by City of Salinas
5/1/2025	Review Committee Goals lists for progress by Salinas City Center
5/8/2025	Salinas City Center Board Meeting by Salinas City Center
5/22/2025	Land Use Committee Meeting by Salinas City Center
6/1/2025	Assessment Data update Assessment Records by Salinas City Center
6/12/2025	Salinas City Center Board Meeting by Salinas City Center
6/26/2025	Land Use Committee Meeting by Salinas City Center
6/30/2025	Disbursement 3 by City by City of Salinas
7/10/2025	Salinas City Center Board Meeting by Salinas City Center
7/21/2025	Current FY - 30 Day Dissolution Window by Salinas City Center
7/24/2025	Land Use Committee Meeting by Salinas City Center
8/14/2025	Salinas City Center Board Meeting by Salinas City Center



8/28/2025	Land Use Committee Meeting by Salinas City Center
9/11/2025	Salinas City Center Board Meeting by Salinas City Center
9/25/2025	Land Use Committee Meeting by Salinas City Center
10/1/2025	President appoints Nominations Committee by Salinas City Center
10/1/2025	Current FY - Annual Work Plan & Budget DRAFT (post by 11/1) by Salinas City Center
10/9/2025	Salinas City Center Board Meeting by Salinas City Center
10/23/2025	Land Use Committee Meeting by Salinas City Center
11/1/2025	Current FY - Annual Work Plan & Budget FINAL (approve by 11/30) by Salinas City Center
11/13/2025	Salinas City Center Board Meeting by Salinas City Center
11/20/2025	Land Use Committee Meeting by Salinas City Center





# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-195, **Version:** 1

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### **Rejection of Bids for Chinatown Navigation Center Building Improvement, CIP No. 9125**

Approve a Resolution rejecting all bids received for the Chinatown Navigation Center Building Improvement, CIP No. 9125.





## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** JUNE 3, 2025

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT

**FROM:** DAVID JACOBS, PUBLIC WORKS DIRECTOR

**BY:** JONATHAN ESTEBAN, ASSISTANT ENGINEER  
ADRIANA ROBLES, CITY ENGINEER

**TITLE:** REJECTION OF BIDS FOR THE CHINATOWN NAVIGATION  
CENTER BUILDING IMPROVEMENT CIP NO. 9125

### RECOMMENDED MOTION:

A motion to approve a resolution rejecting all bids received for the Chinatown Navigation Center Building Improvement Project (CIP 9125).

### EXECUTIVE SUMMARY:

Staff is recommending rejection of all bids received for Chinatown Navigation Center Building Improvement CIP No. 9125. On March 11, 2025, three bids were electronically received and publicly opened and examined. The three bidders are David Construction, Premier Builders Inc., and C2 Builders Inc., with total base bids of \$715,844, \$826,164, and \$969,000, respectively. The engineer's estimate is \$661,755, putting proposals received higher than anticipated. Due to lack of available funding, staff recommends rejecting all bids for the Chinatown Navigation Center Building Improvement CIP No. 9125.

### BACKGROUND:

In July 2019, when the Chinatown Health Center closed and lease for the building reverted back, City staff began to explore options for use of the building. The immediate concern was re-opening hygiene services, but staff also saw the opportunity to establish a Homeless Navigation Center similar to successful navigation centers throughout the country. On November 1, 2019, the City, in partnership with Community Homeless Solutions (CHS), opened the Chinatown Navigation Center (CNC) beginning with hygiene services.

On March 31, 2020, the CNC began providing housing and navigation services for to up to fifteen (15) participants. Unfortunately, the program was limited to only fifteen (15) participants because of the building configuration, COVID-19 restrictions, and housing limitation for temporary use buildings set by the building code.

The CNC was identified as a City Council priority with the goal of being able to quickly ramp up shelter bed capacity in response to the COVID-19 pandemic. A 3,000 sq. ft. Sprung structure increased shelter bed capacity at the CNC from thirty (30) to fifty (50) individuals experiencing homelessness.

On September 8, 2020, construction for the Sprung structure and utility hookups began. Work was initially delayed to safely relocate and provide temporary housing and services to unsheltered residents prior to the start of construction. The completion of the work was slated for November 15, 2020.

On July 10, 2023, the Community Development Department began collaborating with CSG Consultant Inc. and MEI Architects to develop construction documents based on the station's most urgent needs, including safety, accessibility, hazardous materials, and essential building system upgrades.

On January 17, 2025, the City Engineer approved the project Plans and Specifications and authorized the call for bids for the Chinatown Navigation Center Building Improvement, CIP No. 9125, for January 17, 2025. The project, in general, calls for renovation of interior to the existing building, (replace flooring throughout the building, repaint interior walls and ceiling, renovate shower rooms and toilet rooms including mechanical, electrical and plumbing systems); exterior (repair deficiencies in the roof drain system); slurry seal the parking lot; and minor site electrical work. No work was proposed for the existing sprung structure.

On March 11, 2025, bids were electronically received and publicly opened and examined via a Zoom meeting (see Exhibit A – Bid Tabulation sheet for details). Three bids were received for the Chinatown Navigation Center Building Improvement, CIP No. 9125, from C2 Builders Inc., David Construction & Management, Inc., and Premier Builders, Inc. Table 1 below summarizes the bid results.

**Table 1. BID RESULTS**

<b>Contractor</b>	<b>Total Base Bid</b>
David Construction & Management, Inc.	\$715,844.00
Premier Builders Inc.	\$826,164.00
C2 Builders Inc.	\$969,000.00
<b>Engineer Estimate</b>	<b>\$661,755.00</b>

Based on provisions of the Project Specifications, “The basis of award shall be the lowest total bid... The City further reserves the right to award or reject the Base Bid or any item(s) within, depending on available funding.” The lowest bidder is from David Construction & Management, Inc. with a total base bid of \$715,844. The engineer’s estimate for total cost of construction is \$661,755, putting the proposals received above the engineer’s estimate.

At this time there are insufficient funds available to fund the project which would ultimately cost approximately \$980,600. Due to lack of available funding, staff recommends rejecting all bids for the Chinatown Navigation Center Building Improvement CIP No. 9125.

In addition, before any further work is done on this project, as was presented in couple of items at the May 27<sup>th</sup> Council meeting, there is only sufficient funding for the Navigation Center through the end of October 2025; as such, it is important to receive final direction on the long-term viability of the center before investing and committing any more funds, which at this time would need to come from the General Fund. It is anticipated that this discussion will be brought back to the Council in August.

CEQA CONSIDERATION:

**Categorical Exemptions.** The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) because it involves negligible or no expansion of an existing use as identified in Categorical Exemption Class 1 (Section 15301).

STRATEGIC PLAN INITIATIVE:

The item would have supported the City Council's Strategic Plan 2022-2025 Goal of *Public Safety*.

GOVERNMENT CODE SECTION 84308 APPLIES:

No.

DEPARTMENTAL COORDINATION:

The project began and construction documents were developed under the direction of the Community Development Department, Housing Division. The project was transferred to the Public Works Department for bidding and subsequently construction.

FISCAL AND SUSTAINABILITY IMPACT:

Rejecting the bids received has no fiscal impact.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 CIP Budget Page	Last Budget Action (Date, Resolution)
n/a	n/a	n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

Resolution  
Bid Tabulation

**RESOLUTION NO. \_\_\_\_\_(N.C.S.)**

**A RESOLUTION REJECTING ALL BIDS FOR THE CHINATOWN NAVIGATION  
CENTER BUILDING IMPROVEMENT CIP NO. 9125**

**WHEREAS**, on November 1, 2019, the City, in partnership with Community Homeless Solutions (CHS), was able to re-open the vacated building at 115 East Lake Street, now known as the Chinatown Navigation Center (CNC), and began hygiene services for unsheltered residents; and

**WHEREAS**, on March 31, 2020, the CNC began providing housing and navigation services; and

**WHEREAS**, on July 10, 2023, the Community Development Department began working with CSG Consultant Inc. and MEI Architects to develop construction documents based on the CNC's most urgent needs, including safety, accessibility, hazardous materials, and essential building system upgrades; and

**WHEREAS**, on January 13, 2025, the City Engineer approved the project Plans and Specifications and authorized the call for bids for the Chinatown Navigation Center Building Improvement, CIP No. 9125 for January 17, 2025; and

**WHEREAS**, On March 11, 2025, three bids were electronically received and publicly opened and examined via a Zoom meeting. The three bidders are David Construction & Management Inc., Premier Builders Inc., and C2 Builders Inc., with total base bids of \$715,844, \$826,164, and \$969,000, respectively. The engineer's estimate is \$661,755, putting proposals received higher than anticipated; and

**WHEREAS**, Insufficient funds are available to fund the Chinatown Navigation Center Building Improvement CIP No. 9125; and

**WHEREAS**, the Project Specifications allow the City to reject bids based on available funding.

**NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council hereby rejects all bids received for the Chinatown Navigation Center Building Improvement CIP No. 9125

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



**APPROVED:**

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Dennis Donohue, Mayor

**ATTEST:**

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Patricia M. Barajas, City Clerk



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #:** ID#25-197, **Version:** 1

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**Establish Disadvantaged Business Enterprise (DBE) Program and DBE Goal of 6.7% for Federal Fiscal Years 2025-2027**

Approve a Resolution establishing the Disadvantaged Business Enterprise (DBE) Program and three-year DBE participation goal of 6.7% for Federal Fiscal Years 2025-2027.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** JUNE 3, 2025

**DEPARTMENT:** PUBLIC WORKS DEPARTMENT

**FROM:** DAVID JACOBS, PW DIRECTOR

**BY:** CRISTINA GONZALEZ, PW ADMIN SUPERVISOR

**TITLE:** ESTABLISH DISADVANTAGE BUSINESS ENTERPRISE (DBE) PROGRAM AND DBE GOAL OF 6.7% FOR FEDERAL FISCAL YEARS 2025-2027

### **RECOMMENDED MOTION:**

A motion to approve a Resolution establishing the Disadvantaged Business Enterprise (DBE) program and three-year DBE participation goal of 6.7% for Federal Fiscal Years 2025-2027.

### **EXECUTIVE SUMMARY:**

As a condition of receiving Federal Aviation Administration (FAA) funding, the City of Salinas is required by the U.S. Department of Transportation (DOT) to implement a Disadvantaged Business Enterprise (DBE) Program in accordance with Title 49, Code of Federal Regulations, Part 26. This includes establishing a triennial DBE participation goal for FAA-assisted contracts. The goal must represent the level of DBE participation expected in the absence of discrimination. Only FAA-assisted contracts with subcontracting potential are considered in the goal-setting process. Over the next three years, the City anticipates awarding over \$3 million in FAA-funded contracts. Based on federal guidance and a local market analysis, the City proposes a DBE participation goal of 6.7% for Federal Fiscal Years 2025–2027. Approval and adoption of a DBE participation goal for FFY 2025-2027 is required to ensure compliance with the DOT’s funding requirements, provisions, and financial responsibilities.

### **BACKGROUND:**

Every three years, the City of Salinas is required to develop and submit a Disadvantaged Business Enterprise participation goal for U.S. Department of Transportation-assisted contracts, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26 – *Participation by Disadvantaged Business Enterprises in DOT Programs*. This requirement ensures continued eligibility for federal financial assistance and promotes the participation of DBEs in federally funded transportation-related projects.

For Federal Fiscal Years (FFY) 2025–2027, the City has proposed a DBE participation goal of 6.7%, based on an anticipated total DOT-assisted contract amount of \$3,499,000. The goal-setting

process is grounded in demonstrable evidence of the availability of ready, willing, and able DBE firms in the relevant market area, and is designed to reflect the level of DBE participation expected in the absence of discrimination.

### *Goal Development Methodology*

To formulate its DBE goal, the City identified the trades and services required for upcoming DOT-assisted projects. The City then analyzed DBE availability using the California Unified Certification Program (CUCP) directory and compared the number of DBE firms to the total number of firms in the same North American Industry Classification System (NAICS) codes within the local market area, which includes Monterey, San Benito, San Luis Obispo, and Santa Cruz Counties. This resulted in a base availability percentage for each trade.

Next, the City applied a weighting factor to each trade based on the proportion of federal funds expected to be spent in that trade. For example, trades receiving a larger share of the total contract amount and with high DBE availability contributed more to the overall DBE goal. The weighted figures were then combined to produce a base figure of 6.7%, as referenced in Table 1.

In accordance with federal guidance, the City also considered past DBE participation on similar contracts. However, after reviewing historical data, no adjustment to the base figure was deemed necessary, and the recommended DBE participation goal remained at 6.7%<sup>1</sup>.

Table 1. Contract Amounts and Goal by Fiscal Year

<b>Fiscal Year</b>	<b>DOT-Assisted Contract Amount</b>	<b>Percentage of Goal</b>
FY-2025	\$530,000	3.8%
FY-2026	\$2,400,000	3.4%
FY-2027	\$569,000	12.8%
Total	\$3,499,000	6.7%

### *Federal Context*

The federal DBE program includes a national aspirational goal of 10% participation, but local goals must be tailored to reflect actual market conditions. Title 49 CFR prohibits the use of quotas or set-asides to meet DBE goals. Instead, recipients must base goals on the availability of DBE firms and pursue race-neutral means to the maximum extent feasible. Only DOT-assisted projects with subcontracting opportunities are considered when calculating the DBE goal. If the overall goal is not met through race-neutral measures, contract-specific DBE goals may be established to help ensure compliance.

### *Implementation and Public Participation*

The City intends to achieve its 6.7% DBE participation goal entirely through race-neutral measures, including inclusive outreach, equal opportunity practices, and competitive bidding processes.

In order to satisfy public participation requirements under 49 CFR Part 26, the City published a public notice in the *Monterey Herald* on April 11, 2025, announcing the proposed DBE goal and

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<sup>1</sup> Methodology and analysis are detailed further in City of Salinas DBE Program (FFY 2025-2027)



inviting public comment. A virtual public hearing was held on May 14, 2025, via Zoom. A video recording of the meeting is available on the City’s website for public viewing.

*Future Updates and Compliance*

The City’s DBE participation goal will be updated every three years or as new federal funding becomes available to reflect current market conditions and DBE availability.

If the goal is not met through race-neutral measures, contract-specific DBE goals may be established as permitted under 49 CFR Part 26. To be eligible for award, bidders must either meet the contract-specific DBE goal or demonstrate that they made adequate good faith efforts to do so prior to submitting their bid or cost proposal.

CEQA CONSIDERATION:

**Not a Project.** The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

This item directly supports the City Council’s 2022–2025 Strategic Plan goals related to Infrastructure and Environmental Sustainability by ensuring continued access to federal funding for transportation and airport improvement projects.

DEPARTMENTAL COORDINATION:

The three-year DBE participation goal and the development of the DBE Program were formulated through coordination among divisions within the Public Works Department, including Engineering, Administration, and the Airport Division.

FISCAL AND SUSTAINABILITY IMPACT:

There is no direct impact to the General Fund. Adoption of the DBE Program and goal ensures continued eligibility for FAA funds, which support CIP projects. No additional appropriations are required at this time.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)
n/a	n/a	n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

Resolution

## City of Salinas DBE Program (FFY 2025-2027)

**RESOLUTION NO. \_\_\_\_\_(N.C.S.)**

**A RESOLUTION ESTABLISHING A DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM AND DBE GOAL OF 6.7% FOR FEDERAL FISCAL YEARS 2025-2027**

**WHEREAS**, the City of Salinas is required to develop and submit an overall goal for Disadvantaged Business Enterprise (DBE) participation on U.S. Department of Transportation (DOT)-assisted contracts, as a condition for receiving federal financial assistance, in accordance with Title 49 Code of Federal Regulations (CFR) Part 26, for participation by Disadvantaged Business Enterprises in DOT Programs; and

**WHEREAS**, in accordance with DBE regulations, the City of Salinas has developed a narrowly tailored DBE participation goal of 6.7% for Federal Fiscal Years 2025 thru 2027.

**NOW, THEREFORE, BE IT RESOLVED** that the Salinas City Council approves establishing the Disadvantaged Business Enterprise (DBE) Program and three-year DBE participation goal of 6.7% for Federal Fiscal Years 2025-2027.

**PASSED AND APPROVED** this 3<sup>rd</sup> day of June, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

---

Dennis Donohue, Mayor

**ATTEST:**

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Patricia M. Barajas, City Clerk

**CITY OF SALINAS  
DISADVANTAGE BUSINESS ENTERPRISE PROGRAM  
FOR SALINAS MUNICIPAL AIRPORT**

**U.S. DEPARTMENT OF TRANSPORTATION  
DBE PROGRAM – 49 CFR PART 26**

DBE Program for Recipients of  
Federal Aviation Administration (FAA) Funds

April 2025



**Kimley»Horn**



DRAFT

## POLICY STATEMENT

### Section 26.1, 26.23 Objectives/Policy Statement

The City of Salinas, owner of Salinas Municipal Airport, has established a Disadvantaged Business Enterprise (DBE) Program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. Salinas Municipal Airport has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, City of Salinas has signed an assurance that it will comply with 49 CFR Part 26 (hereafter referred to as "Part 26").

It is the policy of the City of Salinas to ensure that DBEs as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also City of Salinas policy to engage in the following actions on a continuing basis:

1. Ensure nondiscrimination in the award and administration of DOT- assisted contracts;
2. Create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
3. Ensure that the DBE Program is narrowly tailored in accordance with applicable law;
4. Ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
5. Help remove barriers to the participation of DBEs in DOT assisted contracts;
6. Promote the use of DBEs in all types of federally-assisted contracts and procurement activities;
7. Assist the development of firms that can compete successfully in the market place outside the DBE Program; and
8. Make appropriate use of the flexibility afforded to recipients of Federal financial assistance in establishing and providing opportunities for DBEs.

David Jacobs, Public Works Director has been delegated as the DBE Liaison Officer. In that capacity, Mr. Jacobs, is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the City of Salinas in its financial assistance agreements with the Department of Transportation.

City of Salinas has disseminated this policy statement to the FAA and all of the components of our organization. This statement has been distributed to DBE and non-DBE business communities that may perform work on City of Salinas DOT-assisted contracts. The distribution was accomplished by posting to the City of Salinas official website.

\_\_\_\_\_  
David Jacobs, P.E., Public Works Director

\_\_\_\_\_  
Date

## **GENERAL REQUIREMENTS**

### **Section 26.1 Objectives**

The objectives are elaborated in the policy statement on the first page of this program.

### **Section 26.3 Applicability**

City of Salinas is the recipient of Federal airport funds authorized by 49 U.S.C. 47101, et seq.

### **Section 26.5 Definitions**

City of Salinas will use terms in this program that have their meanings defined in Part 26, § 26.5.

### **Section 26.7 Non-discrimination Requirements**

City of Salinas will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR Part 26 on the basis of race, color, sex, or national origin.

In administering its DBE program, City of Salinas will not, directly or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE program with respect to individuals of a particular race, color, sex, or national origin.

### **Section 26.11 Data Collection and Reporting Requirements**

#### **Reporting to DOT**

City of Salinas will provide data about its DBE Program to the Department as directed by DOT and its operating administrations.

DBE participation will be reported to the Federal Aviation Administration (FAA) as follows:

City of Salinas will transmit to FAA annually, by or before December 1, the information required for the "Uniform Report of DBE Awards or Commitments and Payments", as described in Part 26. City of Salinas will similarly report the required information about participating DBE firms. All reporting for this purpose will be done through the FAA's designated reporting system.

#### **Bidders List**

City of Salinas will collect bidders list information as described in § 26.11(c)(2) and enter it into the system designated by DOT. The purpose of the bidders list is to compile as accurate data as possible about the universe of DBE and non-DBE contractors and subcontractors who seek to work on our federally assisted contracts for use in helping you set your overall goals, and to provide the Department with data for evaluating the extent to which the objectives of § 26.1 are being achieved.

City of Salinas will obtain the following bidders list information about all DBE and non-DBEs who bid as prime contractors and subcontractors on each of our federally assisted contracts:

- Firm name
- Firm Address including Zip code
- Firm's status as a DBE or non-DBE
- Race and gender information for the firm's majority owner
- NAICS code applicable to each scope of work the firm sought to perform in its bid
- Age of the firm

- Annual gross receipts of the firm. The gross receipts can be obtained by asking each firm to indicate into what gross receipts bracket they fit (e.g. less than \$1 million; \$1-3 million; \$3-6 million; \$6-10 million, etc.) rather than requesting an exact figure from the firm.

City of Salinas will collect the data from all bidders for our federally assisted contracts by requiring the information in paragraph (c)(2) of this section to be submitted with their bids or initial responses to negotiated procurements.

City of Salinas will enter this data in the Department's designated system no later than December 1 following the fiscal year in which the relevant contract was awarded.

In the case of a "design-build" contracting situation where subcontracts will be solicited throughout the contract period as defined in a DBE Performance Plan pursuant to § 26.53(e), City of Salinas will enter the data no later than December 1 following the fiscal year in which the design-build contractor awards the relevant subcontract(s).

City of Salinas will maintain records documenting a firm's compliance with the requirements of this part. Other certification or compliance related records will be retained for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the financial assistance agreement, whichever is longer.

### **Section 26.13 Assurances Recipients and Contractors Must Make**

City of Salinas has signed the following assurances, applicable to all DOT-assisted contracts and their administration:

**Assurance:** - Each financial assistance agreement City of Salinas signs with a DOT operating administration (or a primary recipient) will include the following assurance:

The City of Salinas shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The City of Salinas shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The City of Salinas DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the City of Salinas of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

**Contract Assurance:** City of Salinas will ensure that the following clause is included in each DOT-funded contract it signs with a contractor (and each subcontract the prime contractor signs with a subcontractor):

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the contractor from future bidding as non-responsible.



## **ADMINISTRATIVE REQUIREMENTS**

### **Section 26.21 DBE Program Updates**

City of Salinas is required to have a DBE program meeting the requirements of this part as it will receive grants for airport planning or development and will award prime contracts, cumulative total value of which exceeds \$250,000 in FAA funds in a federal fiscal year.

City of Salinas is not eligible to receive DOT financial assistance unless DOT has approved this DBE program and City of Salinas is in compliance with it and Part 26. City of Salinas will continue to carry out this program until all funds from DOT financial assistance have been expended. City of Salinas does not have to submit regular updates of the DBE program document, as long as it remains in compliance. However, significant changes in the program, including those required by regulatory updates, will be submitted to the relevant operating administration for approval.

### **Section 26.23 Policy Statement**

The Policy Statement is elaborated on the first page of this DBE Program.

### **Section 26.25 DBE Liaison Officer (DBELO)**

The following individual has been designated as the DBE Liaison Officer for City of Salinas:

Mr. David Jacobs, Public Works Director  
Public Works Department  
City of Salinas  
200 Lincoln Avenue, Salinas, CA 93901  
Telephone: (831) 758-7241  
Email: [davidj@ci.salinas.ca.us](mailto:davidj@ci.salinas.ca.us)

In that capacity, the DBELO is responsible for implementing all aspects of the DBE program and ensuring that the City of Salinas complies with all provision of 49 CFR Part 26. The DBELO has direct, independent access to the City Manager concerning DBE program matters. An organizational chart displaying the DBELO's position in the organization is included in Attachment \_\_ to this program.

The DBELO is responsible for developing, implementing, and monitoring the DBE program, in coordination with other appropriate officials. The DBELO has a DBE support staff of four comprised of the City's Engineering and Public Work departments to assist in the administration of the program. The duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required by DOT.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to set overall annual goals.
4. Ensures that bid notices and requests for proposals are available to DBEs in a timely manner.
5. Identifies contracts and procurements so that DBE goals are included in solicitations (both race-neutral methods and contract specific goals) and monitors results.
6. Analyzes the City's progress toward attainment and identifies ways to improve progress.
7. Participates in pre-bid meetings.
8. Advises the City Council on DBE matters and achievement.
9. Determine contractor compliance with good faith efforts.
10. Provides DBEs with information and assistance in preparing bids, obtaining bonding and insurance.

## Section 26.27 DBE Financial Institutions

The City of Salinas will identify institutions annually by reviewing the California DBE and FAA Matchmaker directories. City of Salinas encourages contractors to include a list of these institutions in solicitation packets.

It is the policy of the City of Salinas to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community, to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions. Availability of such institutions will be investigated on an annual basis.

A list of Minority Depository Institutions (MDIs) was obtained online through the US Federal Reserve (<https://www.fdic.gov/minority-depository-institutions-program/minority-depository-institutions-list>). The following institutions are located in California:

<b>MINORITY DEPOSITORY INSTITUTIONS (Mdis)</b> <b>March 31, 2024</b>	
<b>Name</b>	<b>City</b>
First Commercial Bank USA	Alhambra
New Omni Bank National ASSN	Alhambra
American Plus Bank N A	Arcadia
American Continental Bank	City Of Industry
Evertrust Bank	City Of Industry
United Pacific Bank	City Of Industry
Community Commerce Bank	Claremont
US Metro Bank	Garden Grove
Bank Irvine	Irvine
California Business Bank	Irvine
Commercial Bank of CA	Irvine
Bank of Hope	Los Angeles
Cathay Bank	Los Angeles
Commonwealth Business Bank	Los Angeles
CTBC Bank Corp USA	Los Angeles
Eastern International Bank	Los Angeles
Hanmi Bank	Los Angeles
Open Bank	Los Angeles
PCB Bank	Los Angeles
Preferred Bank	Los Angeles
Royal Business Bank	Los Angeles
Legacy Bank	Murrieta
Genesis Bank	Newport Beach
Gateway Bank FSB	Oakland
Metropolitan Bank	Oakland
East West Bank	Pasadena
Icon Business Bank	Riverside

First General Bank	Rowland Heights
Bank of the Orient	San Francisco
California Pacific Bank	San Francisco
Mission National Bank	San Francisco
Asian Pacific National Bank	San Gabriel
Mega Bank	San Gabriel
Pacific Alliance Bank	San Gabriel
Universal Bank	West Covina
California Intl Bank N A	Westminster
Bank of Whittier Na	Whittier

## Section 26.29 Prompt Payment Mechanisms

City of Salinas requires that all subcontractors performing work on DOT-assisted contracts shall be promptly paid for work performed pursuant to their agreements, in accordance with all relevant federal, state, and local law. Prompt payment and return of retainage requirements also apply to lower-tier subcontractors.

In accordance with 49 CFR § 26.29, the City of Salinas established a contract clause implementing this requirement and requires prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from the prime contractor's receipt of each payment from the City of Salinas.

City of Salinas ensures prompt and full payment of retainage from the prime contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Pursuant to § 26.29, has selected the following method to comply with this requirement:

City of Salinas will hold retainage from prime contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime contractors based on these acceptances, and require a contract clause obligating the prime contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within seven days for construction contracts and 15 days for consultant contracts after City of Salinas payment to the prime contractor.

For every airport construction project funded under Federal grant assistance programs, City of Salinas includes the applicable clause from FAA Advisory Circular 150/5370-10 (Section 90-06) pertaining to the selected retainage method. The applicable clause will be included verbatim. However, if state or local prompt payment laws provide for payment in less than 30 days, any reference to "30 days" will be revised accordingly.

### FAA Advisory Circular 150/5370-10 (Section 90-06):

*"The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. If Option 3 is selected, the percent withheld may range from 0% to 10% but in no case may it exceed 10%. When establishing a suitable retainage value that protects the Owner's interests, give consideration that the performance and payment bonds also provide similar protection of Owner interests. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner. If Option 3 is selected, insert the following clause and specify a suitable value where indicated:*

- a. *From the total of the amount determined to be payable on a partial payment, 10-percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:*
- (1) *Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-14. Contractor must provide a certified invoice to the Responsible Project Representative (RPR) that supports the value of retainage held by the Owner for partially accepted work.*
  - (2) *In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.*
- b. *The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.*
- c. *When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor."*

#### Prompt Payment Monitoring for DBEs and Non-DBEs

City of Salinas clearly understands and acknowledges that reliance on complaints or notifications from subcontractors about a contractor's failure to comply with prompt payment and retainage requirements is not a sufficient monitoring and oversight mechanism. Therefore, City of Salinas undertakes proactive monitoring and oversight of prime contractors' compliance with subcontractor prompt payment and return of retainage requirements of 49 CFR Part 26. Such monitoring activities will be accomplished through the following method(s):

- City of Salinas has entered into an agreement with a consulting firm to provide program management services through 2027. Each project requires a separate task order which will include monitoring for prompt payment.
- The City of Salinas included a contract clause in the Special Provisions that requires contractors to submit subcontractor and/or supplier's waiver of liens as required under Civil Code Article 8122 8138. The waiver shall be "conditional" before payment and "unconditional" after payment. The unconditional waivers ensure that all subcontractors, including DBEs are promptly paid.

City of Salinas requires prime contractors to maintain records and documents of payments to subcontractors, including DBEs, for a minimum of three (3) years unless otherwise provided by applicable record retention requirements for the City of Salinas's financial assistance agreement, whichever is longer. These records will be made available for inspection upon request by any authorized representative of City of Salinas or DOT. This reporting requirement extends to all subcontractors, both DBE and non-DBE.

1. City of Salinas and/or program management consultant proactively reviews contract payments to subcontractors including DBEs monthly for active projects. Payment reviews will evaluate whether



the actual amount paid to DBE subcontractors is equivalent to the amounts reported to City of Salinas by the prime contractor.

#### Prompt Payment Dispute Resolution

City of Salinas will take the following steps to resolve disputes as to whether timely prompt payment and retainage releases are being made as required by § 26.29 and 90-06 Partial Payments.

1. "Report to the Department of Transportation (DOT) false, fraudulent or deceitful statements or representations, or circumstances indicating a serious lack of business integrity or honesty related to Prompt Payment, so DOT take appropriate action as warranted (e.g., suspension, debarment, or referral to the Department of Justice)."
2. Consider similar action under City of Salinas's own legal authorities, including responsibility determinations in future contracts. Attachment 7 lists the regulation, provisions, and contract remedies available to City of Salinas in the events of non-compliance with the prompt payment requirements of 49 CFR Part 26 by a participant in our procurement activities;
3. City of Salinas and/or owner's representative to perform desk audits to review all material and information concerning the contractor's compliance;
4. Call for any additional investigations due to a lack of proper record keeping, failure of any prime contractor or subcontractor to cooperate, visible evidence of unsatisfactory performance, and other evidence as may warrant further investigation.
5. "Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, Payment for Materials on Hand. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

From the total of the amount to be payable on a partial payment, five (5) percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted."

#### Prompt Payment Complaints

Complaints by subcontractors regarding the prompt payment requirements are handled according to the following procedure.

1. If affected subcontractor is not comfortable contracting prime directly regarding payment or unable to resolve payment discrepancies with prime, subcontractor should contact DBELO to initiate complaint via email at [davidj@ci.salinas.ca.us](mailto:davidj@ci.salinas.ca.us) or by phone, 831-758-7241. Complainants can also visit the Public Works Counter at City Hall, 200 Lincoln Avenue.
2. If filing a prompt payment complaint with the DBELO does not result in timely and meaningful action by City of Salinas to resolve prompt payment disputes, affected subcontractor may contact the responsible FAA contact using an online form,

[https://www.faa.gov/about/office\\_org/headquarters\\_offices/acr/external-discrimination-complaints/form](https://www.faa.gov/about/office_org/headquarters_offices/acr/external-discrimination-complaints/form).

- Link to Complaint Process: <https://cdms.my.site.com/EEOComplaints/s/>
  - FAA Contact: 1 (888) WK-IT-OUT (1(888) 954-8688) OR 1 (800) 877-8399 (TTY RELAY SERVICE)
3. Pursuant to Sec. 157 of the FAA Reauthorization Act of 2018, all complaints related to prompt payment will be reported in a format acceptable to the FAA, including the nature and origin of the complaint and its resolution.

#### **Enforcement Actions for Noncompliance of Participants**

City of Salinas provides appropriate means to enforce the requirements of § 26.29. These means include:

1. Advise subcontractors of the availability of the payment and performance bond to assure payment for labor and materials in the execution of the work provided for in the contract
2. Pay subcontractors directly and deduct this amount from the retainage owed to the prime
  - Issue a stop-work order until payments are released to subcontractors, specifying in the contract that such orders constitute unauthorized delays for the purposes of calculating liquidated damages if milestones are not met
  - Should Contractor fail to comply after the City of Salinas has employed one or more measures described above, City of Salinas may terminate the contract with the Contractor.

City of Salinas will actively implement the enforcement actions detailed above.

#### **Section 26.31 Directory of Certified Firms**

City of Salinas is a non-certifying member of the California Unified Certification Program (UCP). The UCP maintains a directory (<https://californiaucp.dbesystem.com/>) identifying all firms eligible to participate as DBEs and/or ACDBEs, and it contains all the elements required by §26.31. The directory lists all firms eligible to participate as a DBE and/or ACDBE in the program. In the listing for each firm, the UCP directory includes the following details about the firm:

- Business address
- Business phone number
- Firm website(s)
- The types of work the firm has been certified to perform as a DBE and/or ACDBE.
- The type of work a DBE and/or ACDBE is eligible to perform is listed by using the most specific NAICS code available to describe each type of work the firm performs. Pursuant to § 26.81(n)(1) and (3), the UCP directory allows for NAICS codes to be supplemented with specific descriptions of the type(s) of work the firm performs.
- The UCP directory may include additional data fields of other items readily verifiable in State or locally maintained databases, such as State licenses held, Pre-qualifications, and Bonding capacity.
- The UCP directory is an online system that permits the public to search and/or filter for DBEs by:
  - Physical location
  - NAICS code(s)
  - Work descriptions
  - All additional data fields of readily verifiable optional information described above.

The directory includes a prominently displayed disclaimer that states the information within the directory is not a guarantee of the DBE's capacity and ability to perform work.

#### **Section 26.33 Over-concentration**

City of Salinas has not identified that over-concentration exists in the types of work that DBEs perform.

### **Section 26.35 Business Development and Mentor-Protégé Programs**

City of Salinas has not established a Business Development Program or a Mentor-Protégé Program as described by 49 CFR Part 26.

### **Section 26.37 Monitoring Responsibilities**

City of Salinas implements and carries out appropriate mechanisms to ensure compliance with 49 CFR Part 26 program requirements by all program participants, and describes and sets forth these mechanisms in this DBE program.

City of Salinas actively monitors attainment toward overall goals by maintaining running tally that provides for a frequent comparison of cumulative DBE awards/commitments to DOT-assisted prime contract awards to determine whether our implementation of contract goals is projected to be sufficient to meet the annual goal. The running tally for overall goal monitoring will be maintained by a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. This mechanism to maintain a running tally of overall goal attainment will be used to inform City of Salinas decisions to implement goals on contracts to be advertised, according to our established contract goal-setting process.

City of Salinas actively monitors participation with respect to each DBE commitment by using a running tally that provides for a frequent comparison of payments made to each listed DBE relative to the progress of work, including payments for such work to the prime contractor. The running tally for contract goal monitoring will be maintained by a running tally of actual DBE attainments (e.g., payments actually made to DBE firms), including a means of comparing these attainments to commitments. These contract-specific running tallies will be used to determine whether the contractor is on track with meeting its DBE commitment and whether any projected shortfall exists that requires the prime contractor's good faith efforts to address to meet the contract goal pursuant to § 26.53(g).

### **Monitoring Contracts and Work Sites**

City of Salinas reviews contracting records and engages in active monitoring of work sites to ensure that work committed to DBEs at contract award or subsequently (e.g., as the result of modification to the contract) is actually performed by the DBEs to which the work was committed, and such work is counted according to the requirements of § 26.55. Work site monitoring for counting and commercially useful function review is performed by DBELO or their designee. Contracting records are reviewed by Airport staff and reported to the DBLEO monthly. City of Salinas will maintain written certification that contracting records have been reviewed and work sites have been monitored to ensure the counting of each DBE's participation is consistent with its function on the contract.

### **Section 26.39 Fostering Small Business Participation**

City of Salinas has created a Small Business element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors.

The small business element is incorporated as Attachment 10 to this DBE Program. The program elements will be actively implemented to foster small business participation. City of Salinas acknowledges that implementation of the small business element is required for us to be considered by DOT as implementing our DBE program in good faith.

## **SUBPART C – GOALS, GOOD FAITH EFFORTS, AND COUNTING**

### **Section 26.43 Set-asides or Quotas**

City of Salinas does not use quotas or race-conscious set-asides in any way in the administration of this DBE program.

### **Section 26.45 Overall Goals**

City of Salinas will establish an overall DBE goal covering a three-year federal fiscal year period if it anticipates awarding DOT-funded prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any one or more of the reporting fiscal years within the three-year goal period. In accordance with §26.45(f), City of Salinas will submit its Overall Three-year DBE Goal to FAA by August 1<sup>st</sup> of the year in which the goal is due, as required by the schedule established by FAA.

The DBE goals will be established in accordance with the 2-step process as specified in 49 CFR Part 26.45. If City of Salinas does not anticipate awarding prime contracts the cumulative total value of which exceeds \$250,000 in DOT funds during any of the years within the three-year reporting period, an overall goal will not be developed. However, this DBE Program will remain in effect and City of Salinas will seek to fulfill the objectives outlined in 49 CFR Part 26.1.

**Step 1.** The first step is to determine a base figure for the relative availability of DBEs in the market area. City of Salinas will use DBE Directory information and Census Bureau Data as a method to determine the base figure. City of Salinas understands that the exclusive use of a list of prequalified contractors or plan holders, or a bidders list that does not comply with the requirements of 49 CFR Part 26.45(c)(2), is not an acceptable alternative means of determining the availability of DBEs.

**Step 2.** The second step is to adjust, if necessary, the “base figure” percentage from Step 1 so that it reflects as accurately as possible the DBE participation the recipient would expect in the absence of discrimination. Adjustments may be made based on past participation, information from a disparity study (to the extent it is not already accounted for in the base goal), and/or information about barriers to entry to past competitiveness of DBEs on contracts. City of Salinas will examine all of the evidence available in its jurisdiction to determine what adjustment, if any, is needed. If the evidence does not suggest an adjustment is necessary, then no adjustment shall be made.

Any methodology selected will be based on demonstrable evidence of local market conditions and be designed to ultimately attain a goal that is rationally related to the relative availability of DBEs in the City of Salinas market.

In establishing the overall goal, City of Salinas will provide for consultation and publication. This includes consultation with minority, women's and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the efforts by City of Salinas to establish a level playing field for the participation of DBEs. The consultation will include a scheduled, direct, interactive exchange (e.g., a face-to-face meeting, video conference, teleconference) with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process, and it will occur before City of Salinas is required to submit the goal methodology to the operating administration for review pursuant to §26.45(f). The goal submission will document the consultation process in which City of Salinas engaged. Notwithstanding paragraph (f)(4) of §26.45, the proposed goal will not be implemented until this requirement is met.

In addition to the consultation described above, City of Salinas will publish a notice announcing the proposed overall goal before submission to the FAA on August 1st. The notice will be posted on Salinas Municipal Airport's official internet web site (<https://www.cityofsalinas.org/Your-Government/Departments/Public-Works/Salinas-Municipal-Airport>) and may be posted in other sources



(e.g., minority-focused media, trade association publications). If the proposed goal changes following review by FAA, the revised goal will be posted on Salinas Municipal Airport's official internet web site.

The public will also be informed that the proposed overall goal and its rationale are available for inspection during normal business hours at the principal office of the Salinas Municipal Airport. This notice will provide that City of Salinas will accept comments on the goals for 30 days from the date of the notice. Notice of the comment period will include the addresses to which comments may be sent (including offices and websites) and the location(s) where the proposed goal may be reviewed. **The public comment period will not extend the August 1<sup>st</sup> deadline.**

The Overall Three-Year DBE Goal submission to FAA will include any information and comments received, who provided the comment, and how City of Salinas considered and responded to any comments and information received before finalizing the goal.

City of Salinas will begin using the overall goal on October 1 of the relevant period, unless other instructions from FAA have been received.

#### Project Goals

If permitted or required by the FAA, an overall goal may be expressed as a percentage of funds for a particular grant or project or group of grants and/or projects, including entire projects. Like other overall goals, a project goal may be adjusted to reflect changed circumstances, with the concurrence of the appropriate operating administration. A project goal is an overall goal, and it must meet all the substantive and procedural requirements pertaining to overall goals. A project goal covers the entire length of the project to which it applies. The project goal will include a projection of the DBE participation anticipated to be obtained during each fiscal year covered by the project goal. The funds for the project to which the project goal pertains are separated from the base from which the regular overall goal, applicable to contracts not part of the project covered by a project goal, is calculated.

#### Prior Operating Administration Concurrence

City of Salinas understands that prior FAA concurrence with the overall goal is not required. However, if the FAA review suggests that the overall goal has not been correctly calculated or that the method employed by City of Salinas for calculating goals is inadequate, FAA may, after consulting with City of Salinas, adjust the overall goal or require that the goal be adjusted by City of Salinas. The adjusted overall goal is binding. In evaluating the adequacy or soundness of the methodology used to derive the overall goal, the U.S. DOT operating administration will be guided by the goal setting principles and best practices identified by the Department in guidance issued pursuant to § 26.9.

A description of the methodology to calculate the overall goal and the goal calculations can be found in Attachment 5 to this program.

#### **Section 26.47 Failure to meet overall goals**

City of Salinas cannot be penalized, or treated by the Department as being in noncompliance with Part 26, because DBE participation falls short of an overall goal, unless City of Salinas fails to administer its DBE program in good faith.

City of Salinas understands that to be considered to be in compliance with this part, an approved DBE Program and overall DBE goal, if applicable, must be maintained, and this DBE Program must be administered in good faith.

City of Salinas understands that if the awards and commitments shown on the Uniform Report of Awards or Commitments and Payments at the end of any fiscal year are less than the overall goal applicable to that fiscal year, the following actions must be taken in order to be regarded by the Department as implementing this DBE Program in good faith:

1. Analyze in detail the reasons for the difference between the overall goal and the awards and commitments in that fiscal year;
2. Establish specific steps and milestones to correct the problems identified in the analysis to enable the goal for the new fiscal year to be fully met;
3. City of Salinas will prepare, within 90 days of the end of the fiscal year, the analysis and corrective actions developed under paragraph (c)(1) and (2) of this section. We will retain copy of analysis and corrective actions in records for a minimum of three years, and will make it available to FAA upon request.

#### **Section 26.51 Means Recipients Use to Meet Overall Goals**

##### **Breakout of Estimated Race-Neutral & Race-Conscious Participation**

City of Salinas will meet the maximum feasible portion of its overall goal by using race-neutral means of facilitating race-neutral DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract on a prime contract that does not carry a DBE contract goal.

Race-neutral means include, but are not limited to the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communications programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists for bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of kinds of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of the DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

The breakout of estimated race-neutral and race-conscious participation can be found in Attachment 5 to this program.

City of Salinas will arrange solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate participation by DBEs and other small businesses and by making contracts more accessible to small businesses, by means such as those provided under §26.39.

### Contract Goals

If the approved projection under paragraph (c) of §26.51 estimates that the entire overall goal for a given year can be met through race-neutral means, contract goals will not be set during that year, unless the use of contract goals becomes necessary in order to meet the overall goal.

Contract goals will be established only on those DOT-assisted contracts that have subcontracting possibilities. A contract goal need not be established on every such contract, and the size of contract goals will be adapted to the circumstances of each such contract (e.g., type and location of work, availability of DBEs to perform the particular type of work).

Contract goals will be expressed as a percentage of the Federal share of a DOT-assisted contract.

### **Section 26.53 Good Faith Efforts Procedures in Situations where there are Contract Goals**

#### Demonstration of good faith efforts (pre-award)

In cases where a contract goal has been established, the contract in question will only be awarded to a bidder/offeror that has made good faith efforts to meet the contract goal. The bidder/offeror can demonstrate that it has made good faith efforts by either meeting the contract goal or documenting that it has made adequate good faith efforts to do so. Examples of good faith efforts are found in Appendix A to Part 26.

DBELO is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as **Responsive**.

City of Salinas will ensure that all information is complete and accurate and adequately documents the bidder/offeror's good faith efforts before committing to the performance of the contract by the bidder/offeror.

In all solicitations for DOT-assisted contracts for which a contract goal has been established, the following information will be required of every bidder/offeror:

1. Award of the contract will be conditioned on meeting the requirements of this section;
2. All bidders or offerors will be required to submit the following information to the recipient, at the time provided in paragraph (3) of this section:
  - a. The names and addresses of DBE firms that will participate in the contract;
  - b. A description of the work that each DBE will perform. To count toward meeting a goal, each DBE firm must be certified in a NAICS code applicable to the kind of work the firm would perform on the contract;
  - c. The dollar amount of the participation of each DBE firm participating;
  - d. Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal; and
  - e. Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment. Each DBE listed to perform work as a regular dealer or distributor must confirm its participation according to the requirements of § 26.53 (c)(1).
  - f. If the contract goal is not met, evidence of good faith efforts (as elaborated in Appendix A of Part 26). The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract;
- (1) The bidder/offeror will be required to present the information stipulated in paragraph (2) of this section:
  - a. Under sealed bid procedures, as a matter of **responsiveness**, or with initial proposals, under contract negotiation procedures;

Provided that, in a negotiated procurement, such as a procurement for professional services, the bidder/offeror may make a contractually binding commitment to meet the goal at the time of bid submission or the presentation of initial proposals but provide the information required by paragraph (b)(2) of this section before the final selection for the contract is made by City of Salinas. This paragraph (b)(3)(ii) does not apply to a design-build procurement, which must follow the provisions in paragraph (e) of 49 CFR § 26.53.

For each DBE listed as a regular dealer or distributor City of Salinas will make a preliminary counting determination to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in §§ 26.55(e)(2)(iv)(A), (B), (C), and (3) under the contract at issue. The preliminary determination will be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. Where the DBE supplier does not affirm that its participation will meet the specific requirements of either a regular dealer or distributor, City of Salinas will make appropriate adjustments in counting such participation toward the bidder's good faith efforts to meet the contract goal. The bidder is responsible for verifying that the information provided by the DBE supplier is consistent with the counting of such participation toward the contract goal.

In a design-build contracting situation, in which City of Salinas solicits proposals to design and build a project with minimal project details at time of letting, City of Salinas may set a DBE goal that proposers must meet by submitting a DBE Open-Ended DBE Performance Plan (OEPP) with the proposal. The OEPP replaces the requirement to provide the information required in paragraph (b) of § 26.53(b). To be considered responsive, the OEPP must include a commitment to meet the goal and provide details of the types of subcontracting work or services (with projected dollar amounts) that the proposer will solicit DBEs to perform. The OEPP must include an estimated time frame in which actual DBE subcontracts would be executed. Once the design-build contract is awarded, City of Salinas will provide ongoing monitoring and oversight to evaluate whether the design-builder is using good faith efforts to comply with the OEPP and schedule. City of Salinas and the design-builder may agree to make written revisions of the OEPP throughout the life of the project, e.g., replacing the type of work items the design-builder will solicit DBEs to perform and/or adjusting the proposed schedule, as long as the design-builder continues to use good faith efforts to meet the goal.

City of Salinas will apply the requirements of this section to DBE bidders/offerors for prime contracts. In determining whether a DBE bidder/offeror for a prime contract has met a contract goal, City of Salinas **will count** the work the DBE has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors and DBE suppliers.

#### Administrative Reconsideration of Good Faith Efforts determinations

Within seven days of being informed by City of Salinas that it is not responsive because it has not documented adequate good faith efforts, a bidder/offeror may request administrative reconsideration. Bidder/offerors should make this request in writing to the following reconsideration official: City of Salinas Legal Counsel, City Hall 200 Lincoln Ave Salinas 93901, (831) 758-7256. The reconsideration official will not have played any role in the original determination that the bidder/offeror did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether the goal was met or the bidder/offeror made adequate good faith efforts to do. The bidder/offeror will be sent a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.



#### Good Faith Efforts procedural requirements (post-solicitation/award)

City of Salinas will include in each prime contract the contract clause required by § 26.13(b) stating that failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that City of Salinas deems appropriate if the prime contractor fails to comply with the requirements of this section.

City of Salinas will require the awarded contractor to make available upon request a copy of all DBE subcontracts. The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials include all required contract provisions and mandate that the subcontractor and all lower tier subcontractors perform in accordance with the provisions of Part 26.

City of Salinas will require that a prime contractor not terminate a DBE or any portion of its work listed in response to § 26.53(b)(2) (or an approved substitute DBE firm per § 26.53(g)) without our prior written consent, unless City of Salinas causes the termination or reduction. A termination includes any reduction or underrun in work listed for a DBE not caused by a material change to the prime contract by the recipient. This requirement applies to instances that include but are not limited to: when a prime contractor seeks to perform work originally designed for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

City of Salinas will include in each prime contract a provision stating that:

1. The contractor must utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains City of Salinas's written consent as provided in § 26.53(f); and
2. Unless City of Salinas's consent is provided under § 26.53(f), the prime contractor must not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

City of Salinas may provide such written consent only if it agrees, for reasons stated in our concurrence document, that the prime contractor has good cause to terminate the listed DBE or any portion of its work.

Good cause does not exist if the prime contractor seeks to terminate a DBE or any portion of its work that is relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE contractor was engaged, or so that the prime contractor can substitute another DBE or non-DBE contractor after contract award. For purposes of § 26.53(f)(3), good cause includes the following circumstances:

1. The listed DBE subcontractor fails or refuses to execute a written contract;
2. The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
3. The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements;
4. The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit worthiness;
5. The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant to 2 CFR parts 180, 215, and 1200 or applicable state law;
6. City of Salinas has determined that the listed DBE subcontractor is not a responsible contractor;
7. The listed DBE subcontractor voluntarily withdraws from the project and provides to City of Salinas written notice of its withdrawal;
8. The listed DBE is ineligible to receive DBE credit for the type of work required;
9. A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract; and
10. Other documented good cause that City of Salinas determines compels the termination of the DBE subcontractor;

Before transmitting to City of Salinas the request to terminate a DBE subcontractor or any portion of its work, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to City of Salinas sent concurrently, of its intent to request to terminate and the reason for the proposed request.

The prime contractor's written notice must give the DBE five (5) days to respond, advising City of Salinas and the prime contractor of the reasons, if any, why it objects to the proposed termination of its subcontract or portion thereof and why City of Salinas should not approve the prime contractor's request. If required in a particular case as a matter of public necessity (e.g., safety), City of Salinas may provide a response period shorter than five (5) days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions or changes to DBEs or their listed work put forward by offerors in negotiated procurements.

When a DBE subcontractor or a portion of its work is terminated by the prime contractor as provided in § 26.53(f), or if work committed to a DBE is reduced due to overestimations made prior to award, the prime contractor must use good faith efforts to include additional DBE participation to the extent needed to meet the contract goal. The good faith efforts shall be documented by the contractor. If City of Salinas requests documentation under this provision, the contractor shall submit the documentation within seven (7) days, which may be extended for an additional seven (7) days, if necessary, at the request of the contractor. City of Salinas shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

#### **Section 26.55 Counting DBE Participation**

DBE participation will be counted toward overall and contract goals as provided in § 26.55. The participation of a DBE subcontractor will not be counted toward a contractor's final compliance with its DBE obligations on a contract until the amount being counted has actually been paid to the DBE.

In the case of post-award substitutions or additions, if a firm is not currently certified as a DBE in accordance with the standards of subpart D of this part at the time of the execution of the contract, the firm's participation will not be counted toward any DBE goals, except as provided for in § 26.87(j).

For FAA-funded projects **only**, firms that exceed the business size standard in § 26.65(b) will remain eligible for DBE certification and may be counted for DBE credit toward overall and contract goals on FAA-funded projects as long as they do not exceed the small business size standard, as adjusted by the United States Small Business Administration, for the NAICS code(s) in which they are certified.

## **SUBPART D – CERTIFICATION STANDARDS**

### **Section 26.61 – 26.73 Certification Process**

City of Salinas is a **non-certifying member** of the CA Unified Certification Program (UCP) and relies upon the UCP's determinations of certification eligibility. CA UCP will use the certification standards of Subpart D of Part 26 to determine the eligibility of firms to participate as DBEs in DOT-assisted contracts. To be certified as a DBE, a firm must meet all certification eligibility standards. Certifying CA UCP members make all certification decisions based on the facts as a whole.

For information about the certification process or to apply for certification, firms should contact:

California Department of Transportation (Caltrans)  
Office of Business & Economic Opportunity  
1823 14th Street  
Sacramento, CA 95811  
Phone: 916.324.1700  
Email: [DBE.Certification@dot.ca.gov](mailto:DBE.Certification@dot.ca.gov)

California Unified Certification Program  
<https://californiaucp.dbesystem.com/>

The Uniform Certification Application form, Personal Net Worth statement, and documentation requirements can be reviewed at <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>.

## **SUBPART E – CERTIFICATION PROCEDURES**

Any procedures included here are highlights only. Detailed certification procedures are enumerated in the full California UCP agreement. The full UCP agreement can be found at:

- <https://californiaucp.dbesystem.com/>
- <https://caltrans.dbesystem.com/>

### **Section 26.81 Unified Certification Programs**

City of Salinas is a non-certifying member of a Unified Certification Program (UCP) administered by the California UCP. The UCP will meet all certification standards and procedures requirements of Subparts D and E of Part 26.

### **Section 26.91 Actions Following DOT Certification Appeal Decisions**

If City of Salinas is a certifier to which a DOT determination under § 26.89 is applicable, we will take any and all required action(s) pursuant to § 26.91.

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## **SUBPART F – COMPLIANCE AND ENFORCEMENT**

### **Section 26.101 Compliance Procedures Applicable to Salinas Municipal Airport**

City of Salinas understands that if it fails to comply with any requirement of this part, City of Salinas may be subject to formal enforcement action under § 26.103 or § 26.105 or appropriate program sanctions by the concerned operating administration, such as the suspension or termination of Federal funds, or refusal to approve projects, grants or contracts until deficiencies are remedied. Program sanctions may include, in the case of the FHWA program, actions provided for under 23 CFR 1.36; in the case of the FAA program, actions consistent with 49 U.S.C. 47106(d), 47111(d), and 47122; and in the case of the FTA program, any actions permitted under 49 U.S.C. chapter 53 or applicable FTA program requirements.

City of Salinas understands that, as provided in statute, it will not be subject to compliance actions or sanctions for failing to carry out any requirement of this part because it has been prevented from complying because a Federal court has issued a final order in which the court found that the requirement is unconstitutional.

### **Section 26.105 Enforcement Actions Applicable to FAA Programs**

Compliance with all requirements of this part by airport sponsors and other recipients of FAA financial assistance is enforced through the procedures of Title 49 of the United States Code, including 49 U.S.C. 47106(d), 47111(d), and 47122, and regulations implementing them.

The provisions of § 26.103(b) and this section apply to enforcement actions in FAA programs.

Any person who knows of a violation of this part by a recipient of FAA funds may file a complaint under 14 CFR part 16 with the Federal Aviation Administration Office of Chief Counsel.

### **Section 26.107 Enforcement Actions Applicable to Participating Firms**

If a firm that does not meet the eligibility criteria of subpart D of this part attempts to participate in a DOT-assisted program as a DBE on the basis of false, fraudulent, or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, the Department may initiate suspension or debarment proceedings against the firm under 2 CFR parts 180 and 1200.

If a firm, in order to meet DBE contract goals or other DBE program requirements, uses or attempts to use, on the basis of false, fraudulent or deceitful statements or representations or under circumstances indicating a serious lack of business integrity or honesty, another firm that does not meet the eligibility criteria of subpart D of this part, the Department may initiate suspension or debarment proceedings against you under 2 CFR parts 180 and 1200.

In a suspension or debarment proceeding brought under paragraph (a) or (b) of this section, the concerned operating administration may consider the fact that a purported DBE has been certified by a recipient. Such certification does not preclude the Department from determining that the purported DBE, or another firm that has used or attempted to use it to meet DBE goals, should be suspended or debarred.

The Department may take enforcement action under [49 CFR Part 31](#), Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under [49 CFR part 31](#).

The Department may refer to the Department of Justice, for prosecution under [18 U.S.C. 1001](#) or other applicable provisions of law, any person who makes a false or fraudulent statement in connection with participation of a DBE in any DOT-assisted program or otherwise violates applicable Federal statutes.

## **Section 26.109 Confidentiality, Cooperation, and Intimidation or Retaliation**

In responding to requests for information concerning any aspect of the DBE program, the Department complies with provisions of the Federal Freedom of Information and Privacy Acts (5 U.S.C. 552 and 552a). The Department may make available to the public any information concerning the DBE program release of which is not prohibited by Federal law.

Notwithstanding any provision of Federal or state law, information that may reasonably be construed as confidential business information will not be released to any third party without the written consent of the firm that submitted the information, including applications for DBE certification and supporting information. However, this information will be transmitted to DOT in any certification appeal proceeding under § 26.89 or to any other state to which the individual's firm has applied for certification under § 26.85.

All participants in the Department's DBE program (including, but not limited to, recipients, DBE firms and applicants for DBE certification, complainants and appellants, and contractors using DBE firms to meet contract goals) are required to cooperate fully and promptly with DOT and recipient compliance reviews, certification reviews, investigations, and other requests for information. Failure to do so shall be a ground for appropriate action against the party involved (e.g., with respect to recipients, a finding of noncompliance; with respect to DBE firms, denial of certification or removal of eligibility and/or suspension and debarment; with respect to a complainant or appellant, dismissal of the complaint or appeal; with respect to a contractor which uses DBE firms to meet goals, findings of non-responsibility for future contracts and/or suspension and debarment).

City of Salinas, contractor, or any other participant in the program will not intimidate, threaten, coerce, or discriminate against any individual or firm for the purpose of interfering with any right or privilege secured by this part or because the individual or firm has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this part. City of Salinas understands that it is in noncompliance with Part 26 if it violates this prohibition.

## ATTACHMENTS

Attachment 1	Regulations: Link to 49 CFR Part 26 (eCFR)
Attachment 2	Organizational Chart
Attachment 3	Bidder's List Collection Form
Attachment 4	Link to UCP Directory of Certified Firms
Attachment 5	Overall Goal Methodology
Attachment 6	Demonstration of Good Faith Efforts Forms
Attachment 7	DBE Monitoring and Enforcement Mechanisms
Attachment 8	Link to Certification Application Form and Personal Net Worth Statement
Attachment 9	State's UCP Agreement
Attachment 10	Small Business Element Program

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## ATTACHMENT 1

DBE program regulations are codified in Title 49 of the Code of Federal Regulations, Part 26. They can be retrieved using the following link to the Electronic Code of Federal Regulations:

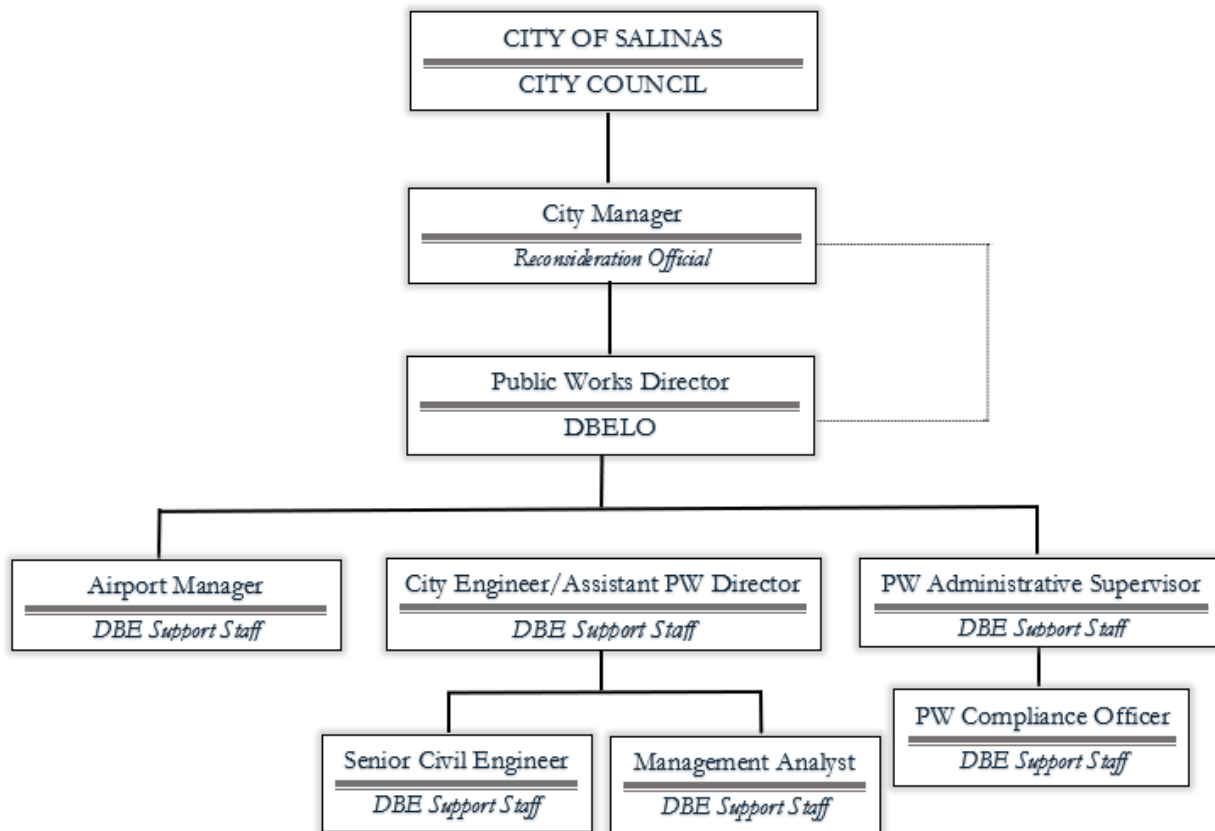
<https://www.ecfr.gov/current/title-49/subtitle-A/part-26>

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## ATTACHMENT 2

### ORGANIZATIONAL CHART



**DBELO has direct access to the City Manager.**

### ATTACHMENT 3

#### Bidder's List Collection Form

[Note: § 26.11(c) requires Recipients to collect bidders list information from all bidders at the time of bid submittal, and to enter it into USDOT's designated system. The data must be collected for all firms who bid as prime contractors or subcontractors (successfully or not). The form below is NOT mandatory. If you use an electronic system to collect this information, you may instead provide a screenshot or other example showing how the system collects all the required data.]

Firm Name	Firm Address (including ZIP code)	DBE or Non-DBE Status	NAICS Code(s) of Scope(s) Bid	Race/Gender of Majority Owner	Age of Firm	Annual Gross Receipts
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1M million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million
				<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian-Pacific American <input type="checkbox"/> Subcontinent Asian American <input type="checkbox"/> Native American <input type="checkbox"/> Non-minority Woman <input type="checkbox"/> Other	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 years	<input type="checkbox"/> Less than \$1 million <input type="checkbox"/> \$1-3 million <input type="checkbox"/> \$3-6 million <input type="checkbox"/> \$6-10 million <input type="checkbox"/> Over \$10 million

#### ATTACHMENT 4

California UCP Directory may be found here:

<https://californiaucp.dbesystem.com/>

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## ATTACHMENT 5

### Overall DBE Three-Year Goal Methodology

**Name of Recipient: City of Salinas**

Goal Period: FFY 2025-2027

DOT-assisted contract amount:	FY-2025	\$530,000 (3.8%)
	FY-2026	\$2,400,000 (3.4%)
	FY-2027	\$569,000 (12.8%)
	<b>Total</b>	<b>\$3,499,000</b>

**Overall Three-Year Goal:** 6.7%, to be accomplished through Race Neutral Means.

Total dollar amount to be expended on DBEs: \$234,433 [*multiply goal % x DOT-assisted amount*]

Describe the Number and Type of Contracts that the airport anticipates awarding:

**Contracts Fiscal Year #1**

1. Design - RWY Lighting Upgrades and Airfield Signage Upgrades; Perimeter Road Pavement Rehabilitation - \$530,000

**Contracts Fiscal Year #2**

1. Construction - Runway Lighting Upgrades and Airfield Signage Updates - \$2,400,000

**Contracts Fiscal Year #3**

1. Construction - Perimeter Road Pavement Rehabilitation - \$569,000

**Market Area:** Monterey, San Benito, San Luis Obispo, and Santa Cruz

Step 1. Relative Availability of DBEs

The step 1 figure for the relative availability was calculated as follows:

Method: Use DBE Directories <https://californiaucp.dbesystem.com/>

and Census Bureau Data from <https://data.census.gov/cedsci/>



Weighted Availability of DBE firms:

Design - RWY Lighting Upgrades and Airfield Signage Upgrades; Perimeter Road Pavement Rehabilitation - \$530,000

Fiscal Year #1

For FY- **2025**, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade (\$)	Census	Directory	DBE(%) (=G/F)*	DBE (\$) (= E x H)	Trade % of Fee	Weighted DBE Estimate
Design - RWY Lighting Upgrades and Airfield Signage Upgrades; Perimeter Road Pavement Rehabilitation \$530,000	Civil Engineering	Engineering services	541330	\$185,000.00	267	3	1.1%	\$2,079	34.9%	0.4%
	Geophysical Surveying and Mapping Services	Surveying and Mapping	541360	\$25,000.00	3	2	66.7%	\$16,667	4.7%	3.1%
	Geotechnical Engineers	Testing Laboratory (Geotechnical)	541380	\$30,000.00	23	1	4.3%	\$1,304	5.7%	0.2%
	Electrical Engineering	Electrical Engineering services	541330	\$255,000.00	267	0	0.0%	\$0	48.1%	0.0%
	City Administration	-	-	\$35,000.00						
<b>Total Project Cost</b>				<b>\$530,000.00</b>				<b>\$20,049.67</b>	<b>3.8%</b>	
<b>FAA Funded</b>				<b>\$477,000.00</b>						
<b>FAA Funded Contractor Fee</b>				<b>\$442,000.00</b>						

Construction - Runway Lighting Upgrades and Airfield Signage Updates - \$2,400,000

Fiscal Year #2

For FY- **2026**, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade (\$)	Census	Directory	DBE(%) (=G/F)*	DBE (\$) (= E x H)	Trade % of Fee	Weighted DBE Estimate
Construction - Runway Lighting Upgrades and Airfield Signage Updates \$2,400,000	Electrical Contractors and Other Wiring Installation Contractors	Electrical Contractors	238210	\$2,050,000.00	357	0	0.0%	\$0	85.4%	0.0%
	Geophysical Surveying and Mapping Services	Surveying and Mapping	541360	\$50,000.00	3	2	66.7%	\$33,333	2.1%	1.4%
	Construction Management		237310	\$250,000.00	26	5	19.2%	\$48,077	10.4%	2.0%
	City Admin			\$50,000.00						
<b>Total Project Cost</b>				<b>\$2,400,000.00</b>				\$81,410.26	3.4%	
<b>FAA Funded</b>				<b>\$2,160,000.00</b>						
<b>FAA Funded Contractor Fee</b>				<b>\$2,110,000.00</b>						

Construction - Perimeter Road Pavement Rehabilitation - \$569,000

Fiscal Year #3

For FY- **2027**, award of the following is anticipated:

Project Name	Trade Description	NAICS Description	NAICS	Trade (\$)	Census	Directory	DBE(%) (=G/F)*	DBE (\$) (= E x H)	Trade % of Fee	Weighted DBE Estimate
Construction - Perimeter Road Pavement Rehabilitation  \$569,000	Highway, Street, and Bridge Construction - Paving	Grading and Paving	237310	\$ 350,000.00	26	5	19.2%	\$67,308	61.5%	11.8%
	Civil Engineering	Engineering services	541330	\$ 60,000.00	267	3	1.1%	\$674	10.5%	0.1%
	City Admin			\$ 35,000.00					6.2%	
	Highway, Street, and Bridge Construction	Striping/Airport runway line painting	237310	\$ 100,000.00	26	1	3.8%	\$3,846	17.6%	0.7%
	Surveyor	Survey and Mapping	541370	\$ 12,000.00	30	1	3.3%	\$400	2.1%	0.1%
	Geotechnical Engineers	Testing Laboratory (Geotechnical)	541380	\$ 12,000.00	23	1	4.3%	\$522	2.1%	0.1%
			Total Project Cost	\$ 569,000.00				\$72,749.74	12.8%	
		FAA Funded	\$ 512,100.00							
		FAA Funded Contractor Fee	\$ 477,100.00							

- Sum of Weighted DBE Availability for **FY2025-2027**: 20%
- Sum of All Trades for **FY2025-2027**: \$3,499,000

Dividing the weighted DBE totals by the total estimate for all trades gives an initial DBE availability figure for the projects anticipated during the goal-setting period (This figure is expressed as a percentage and serves as the basis for the three-year overall goal.

Weighted DBE Goal at Step 1: 6.7%

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Breakout of Estimated “Race and Gender Neutral” (RN) and “Race and Gender Conscious” (RC) Participation.

City of Salinas will meet the maximum feasible portion of the overall goal by using RN means of facilitating DBE participation.

1. Fulfill requests and offer instructions or clarifications on bid specifications, the City of Salinas’s procurement policy and procedures, and general bidding requirements.
2. Maintain a file of successful bid documents from past procurements and permit DBE firms and other small businesses to review and evaluate these documents.
3. Use a lead time of at least 20 days, if allowable, for advertisement of all invitations for bid so that all DBEs and small businesses have ample time to develop a complete bid package or proposal and secure necessary assistance.
4. Hold pre-bid conferences to provide DBEs or small businesses with an opportunity to inquire about DBE requirements.
5. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitates DBE, and other small businesses, participation.
6. Include the following statement in the bid solicitation: “There is no DBE project goal established for this project. At this time the Airport will meet the DBE goal on federally assisted projects through race neutral measures. The Airport supports the use of race neutral measures to facilitate participation by DBEs and other small businesses, and encourages prime contractors to subcontract portions of their work that they might otherwise perform with their own forces.”

City of Salinas estimates that in meeting the established overall goal of **6.7%**, it will obtain 100% from RN participation.

City of Salinas will monitor DBE participation on an ongoing basis during the goal period and adjust the estimated breakout of RN and RC DBE participation as needed.

## **PUBLIC PARTICIPATION**

### **Consultation:**

In establishing the overall goal, City of Salinas provided for consultation and publication. This process included consultation with minority, women, and general contractor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses, the effects of discrimination on opportunities for DBEs, and the City of Salinas’s efforts to establish a level playing field for the participation of DBEs. The consultation included a scheduled, direct, interactive exchange with as many interested stakeholders as possible focused on obtaining information relevant to the goal setting process and was conducted before the goal methodology was submitted to the operating administration for review. Details of the consultation process are as follows.

A notice of the proposed goal was published on the City of Salinas official website before the methodology was submitted to FAA. The notice can be found here:

<https://www.cityofsalinas.org/Your-Government/Departments/Public-Works/Salinas-Municipal-Airport>

If the proposed goal changes following review by FAA, the revised goal will be posted on City of Salinas’s official website.

Notwithstanding paragraph (f)(4) of §26.45, City of Salinas’s proposed goals will not be implemented until the stakeholder consultation requirement has been met.

## PUBLIC NOTICE

City of Salinas hereby announces its proposed Disadvantaged Business Enterprise (DBE) participation goal of 6.7% for FAA funded contracts/agreements. City of Salinas estimates that in meeting the established overall goal of 6.7%, it will obtain 100% from RN participation. The proposed goal pertains to federal fiscal years 2025 through 2027. A web conference will be held **on April 10, 2025**, for the purpose of consulting with stakeholders to obtain information relevant to the goal-setting process. A Zoom link will be provided on the City of Salinas website.

Comments on the DBE goal will be accepted for 30 days from the date of this publication (March 10, 2025) and can be sent to the following:

Mr. David Jacobs, Public Works Director  
Public Works Department  
City of Salinas  
200 Lincoln Avenue, Salinas, CA 93901  
Telephone: (831) 758-7241  
Email: [davidj@ci.salinas.ca.us](mailto:davidj@ci.salinas.ca.us)

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## ATTACHMENT 6

### Demonstration of Good Faith Efforts - Forms 1, 2, and 3

Note: The following Forms 1, 2, and 3 are provided for illustrative purposes ONLY. Any forms Recipients develop and use for purposes of assessing bidders'/offerors' good faith efforts should be included with solicitation documents. These forms or their equivalents are NOT for use in soliciting for Design-Build contracts. Design-Build solicitations must require respondents to provide a DBE Open-Ended Performance Plan in their initial responses.]

#### FORM 1: DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner:

- ☐ Bidder/offeror has met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_ % DBE utilization on this contract.
- ☐ Bidder/offeror has not met the DBE contract goal  
The bidder/offeror is committed to a minimum of \_\_\_\_ % DBE utilization on this contract and has submitted documentation demonstrating good faith efforts.

Legal name of bidder/offeror's firm: \_\_\_\_\_

Bidder/Offeror Representative:

\_\_\_\_\_  
Name & Title

\_\_\_\_\_  
Signature Date

## FORM 2: LETTER OF INTENT

Note: The authorized representative (AR) named below must be an individual vested with the authority to make contracting decisions on behalf of the firm.

Name of bidder/offeror's firm: \_\_\_\_\_

Name & title of firm's AR: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of DBE firm: \_\_\_\_\_

Name & title of DBE firm's AR: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Work to be performed by DBE firm:

Description of Work	NAICS	Dollar Amount / %*	Manufacturer/Regular Dealer/Distributor/Broker**

\*Percentage is to be used only in negotiated procurements

\*\*For DBE suppliers only, state how the DBE will perform. For dealer/distributor/broker, Form 3 must be included.

The undersigned bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The total expected dollar value of this work is

\$ \_\_\_\_\_. The bidder/offeror understands that if it is awarded the contract/agreement resulting from this procurement, it must enter into a subcontract with the DBE firm identified above that is representative of the type and amount of work listed. Bidder/offeror understands that upon submitting this form with its bid/offer, it may not substitute or terminate the DBE listed above without following the procedures of 49 CFR Part 26, §26.53.

\_\_\_\_\_  
Signature of Bidder/Offeror's Authorized Representative

Date: \_\_\_\_\_

The undersigned DBE affirms that it is ready, willing, and able to perform the amount and type of work as described above, and is properly certified to be counted for DBE participation therefore.

\_\_\_\_\_  
Signature of DBE's Authorized Representative

Date: \_\_\_\_\_

If the bidder/offeror does not receive award of the prime contract, all representations in this Letter of Intent shall be null and void. Submit this page for each DBE subcontractor.



**Form 3: DBE Regular Dealer/Distributor Affirmation Form**

[HTTPS://WWW.TRANSPORTATION.GOV/MISSION/CIVIL-RIGHTS/DBE-REGULAR-DEALER-DISTRIBUTOR-AFFIRMATION](https://www.transportation.gov/mission/civil-rights/dbe-regular-dealer-distributor-affirmation)

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## ATTACHMENT 7

### Administrative Enforcement Mechanisms

City of Salinas has available several remedies to enforce the DBE requirements contained in its contracts, including, but not limited to, the following:

1. Breach of contract action, pursuant to the terms of the contract,
2. Breach of contract action, pursuant to **49 CFR Part 26**
3. City of Salinas may take enforcement action under 49 CFR Part 31, Program Fraud and Civil Remedies, against any participant in the DBE program whose conduct is subject to such action under 49 CFR part 31.

In addition, the Federal government has available several enforcement mechanisms that it may apply to firms participating in the DBE problem, including, but not limited to, the following:

1. Suspension or debarment proceedings pursuant to 49 CFR Part 26
2. Enforcement action pursuant to 49 CFR Part 31
3. Prosecution pursuant to 18 USC 1001.

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## ATTACHMENT 8

DBE Certification Application Form and Personal Net Worth Statement:

<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>

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## ATTACHMENT 9

The City of Salinas does not have an agreement with the California UCP, but does rely on the California UCP certification to determine eligibility of a firms' participation in FAA-funded contracts to be counted toward DBE program and contract goals.

<https://californiaucp.dbesystem.com/>

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## ATTACHMENT 10

### Small Business Element

In accordance with 49 CFR Part 26, the City's DBE Program has been revised to include a Small Business Element, which will include ways to facilitate competition by small business enterprises (SBE), taking all reasonable steps to eliminate obstacles to their participation.

In order to further promote small business participation, the City will consider, on a case-by-case basis, unbundling contracts in order to enable small businesses to bid as prime contractors. On larger contracts, prime contractors will be encouraged to provide subcontracts appropriate to small businesses.

#### Small Business Participation Plan – Strategy

The City intends to carry out the objectives of this part by employing the following strategy and supporting activities:

1. Establishment of Race-Neutral Subcontracting Goals

The City proposes that, where feasible on certain prime contracts that do not have a DBE contract goal that prime contractors will provide subcontracting opportunities to qualified Small Businesses Concerns (SBC), without regards to race or gender of the business owner. The opportunities must be of a size that SBCs, including some, which may also happen to be DBE's, can reasonably perform. The City will assess the feasibility for race-neutral subcontracting goals on projects. The City will assist the potential prime contractors by suggesting potential subcontracting opportunities in the solicitation documents. This will help to establish a reasonable race-neutral subcontracting goal.

Note: For purpose of this section, the phrase "where feasible" means where the Small Business Plan strategy can be implemented without significant adverse impact to the project cost or schedule.

#### Definition

Small Business: For the purpose of this program, an SBE defined firm shall have the same definition as Small Business Concern that does not exceed the Business Size Standard as established by the U.S. Small Business Administration (SBA).

#### Verification

The City will rely upon the State's Department of General Services' Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) database to verify SBE eligibility.

An important part of the City's small business element is its outreach activities. These outreach efforts include active, effective steps to increase small business participation by implementing the following:

1. Soliciting bids/proposals from DBEs and SBEs.
2. Responding to requests for information.
3. Informing and inviting DBEs and SBEs to participate at pre-bid and pre-proposal meetings; and
4. Identifying and Publishing training opportunities.

#### Monitoring/Record Keeping

The City will track any race neutral participation by currently certified DBEs and SBEs. To the extent feasible, data on small business participation, will be collected and maintained to respond to any future questions regarding the results of the City's DBE Program.

## Assurance

1. The program is authorized under state law.
2. Certified DBEs that meet the size criteria established under the program are presumptively eligible to participate in the program.
3. No limits are placed on the number of contracts awarded to firms participating in the program, but every effort will be made to avoid creating barriers to the use of new, emerging, or untried businesses; and
4. Aggressive steps will be taken to encourage those minority and women owned firms that are eligible for DBE certification to become certified.
5. The program is open to small businesses regardless of their location (i.e., there is no local or other geographic preference).

## Supportive Services

Central Coast Small Business Development Center

123 Capitol Street, Suite B

Salinas, CA 93901

Phone: 831-216-3000

Website: <https://centralcoastsbdc.com/>

California Coastal Rural Development: <http://www.calcoastal.org/>

U.S. Small Business Administration - <https://www.sba.gov>

DRAFT



# City of Salinas

200 Lincoln Ave., Salinas,  
CA 93901  
[www.cityofsalinas.org](http://www.cityofsalinas.org)

## Legislation Text

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**File #: ID#25-188, Version: 1**

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**Consider adopting an ordinance repealing Ordinance No. 2663 (Residential Rental Registration), Ordinance No. 2681 (Rent Stabilization), Ordinance No. 2682 (Tenant Protection and Just Cause Eviction), and Ordinance No. 2683 (Tenant Anti-Harassment)**

Consider adopting an ordinance repealing Ordinance No. 2663, Residential Rental Registration; Ordinance No. 2681, Rent Stabilization; Ordinance No. 2682, Tenant Protection and Just Cause Eviction; and Ordinance No. 2683, Tenant Anti-Harassment.



## **CITY OF SALINAS COUNCIL STAFF REPORT**

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**DATE:** MAY 13, 2025

**DEPARTMENT:** ADMINISTRATION  
CITY ATTORNEY'S OFFICE  
COMMUNITY DEVELOPMENT DEPARTMENT

**FROM:** RENÉ MENDEZ, CITY MANAGER  
CHRISTOPHER A. CALLIHAN, CITY ATTORNEY  
LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR

**TITLE:** AN ORDINANCE REPEALING ORDINANCE NO. 2663  
(RESIDENTIAL RENTAL REGISTRATION), ORDINANCE NO.  
2681 (RENT STABILIZATION), ORDINANCE NO. 2682 (TENANT  
PROTECTION AND JUST CAUSE EVICTION, AND ORDINANCE  
NO. 2683 (TENANT ANTI-HARASSMENT)

**RECOMMENDED MOTION:**

Consider adopting an ordinance repealing the following ordinances:

1. Ordinance No. 2663, Residential Rental Registration;
2. Ordinance No. 2681, Rent Stabilization;
3. Ordinance No. 2682, Tenant Protection and Just Cause Eviction; and
4. Ordinance No. 2683, Tenant Anti-Harassment.

**EXECUTIVE SUMMARY:**

On April 22, 2025, the City Council received a report on the City's Residential Rental Registration and Rent Stabilization Program, including a report on the Residential Rental Registration program and the City's Rent Stabilization program. Following receipt of this report and receipt of public comment, participating both in attendance and remotely via Zoom, the City Council directed staff to return to the City Council as soon as possible with an ordinance to repeal the Residential Rental Registration ordinance, the Rent Stabilization Ordinance, the Tenant Protection and Just Cause Eviction Ordinance, and the Tenant Anti-Harassment Ordinance. In addition, the City Council directed staff to return to the City Council with a report on the establishment of a rental assistance program and with monthly housing reports. This Report relates to the repeal of the four ordinances listed above, while a separate report will be presented on the establishment of a rental assistance program and on the presentation of monthly housing reports.

Article 11 of the Salinas Charter provides the process by which ordinances may be adopted. Pursuant to Charter Section 11.3, an ordinance may not be passed on the same day of its



introduction unless the ordinance is unanimously approved by all members of the City Council. As such, if the proposed ordinance does not receive unanimous approval of the City Council on May 13, 2025, the proposed ordinance will be brought back to the City Council at its next regular meeting (June 3, 2025) for adoption. In order for the proposed ordinance to be adopted, it must receive the affirmative vote of at least a majority of the members of the City Council. If the proposed ordinance is adopted by the City Council, it will become effective thirty (30) days thereafter.

## BACKGROUND:

In April 2023, the City Council adopted an ordinance establishing a Residential Rental Registration Program. (Ordinance No. 2663, codified at Article I of Chapter 17 of the Salinas Municipal Code.) In September 2024, the City Council adopted three ordinances establishing a Rent Stabilization Program, including a Rent Stabilization Ordinance (Ordinance No. 2681, codified at Article IIA of Chapter 17 of the Salinas Municipal Code), a Tenant Protection and Just Cause Eviction Ordinance (Ordinance No. 2682, codified at Article IIB of Chapter 17 of the Salinas Municipal Code), and a Tenant Anti-Harassment Ordinance (Ordinance No. 2683, codified at Article IIC of Chapter 17 of the Salinas Municipal Code). These four ordinances are collectively referred to in this Report as the “Ordinances.”

The Residential Registration Ordinance requires all landlords to register their residential rental properties with the City. The registration process aids in maintaining accurate records of rental units and facilitates effective communication between the City and property owners. Landlords are required to provide essential information about their properties and pay an annual registration fee.

The Rent Stabilization Ordinance limits the amount and frequency of rent increases for applicable rental units. Intended to address housing affordability, it ensures tenants are protected from excessive rent hikes while allowing landlords to receive fair return on their investments. The ordinance outlines specific guidelines for rent adjustments and establishes a framework for resolving disputes.

The Tenant Protection and Just Cause Eviction Ordinance establishes criteria for lawful evictions, ensuring tenants are not unjustly displaced. It requires just cause for terminating a tenancy, including non-payment of rent or violation of the terms of a rental agreement. Additionally, the ordinance mandates the payment of three months’ rent as relocation assistance for tenants subject to no-fault evictions, offering additional security and support.

The Tenant Anti-Harassment Ordinance prohibits landlords from engaging in behaviors that harass or intimidate tenants. It defines specific actions considered as harassment, such as interrupting essential services, failing to perform necessary repairs, or attempting to coerce tenants into vacating their units. The ordinance provides penalties for non-compliance, thereby promoting a respectful and safe living environment for tenants.

If the City Council takes action to repeal the Ordinances, additional staff work would be required to wind down the programs. We anticipate such action will generate questions from those affected by the action, which may result in the need for further action by the City.

As directed by the City Council, a proposed ordinance has been prepared to repeal the Ordinances in their entirety. The proposed ordinance is attached to this Report. Should the City Council take action to repeal the Ordinances, the Ordinances would no longer be of any force or effect. In addition, if the proposed ordinance is adopted, the City Council would also need to take action to rescind the resolutions establishing the program fees for the Residential Rental Registration Program and the Rent Stabilization program fee. Those resolutions would be presented to the City Council at the time the City Council considers adopting an ordinance to repeal the Ordinances.

#### CEQA CONSIDERATION:

The City Council's consideration and adoption of the proposed ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council's consideration and adoption of the proposed ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

#### CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, Government Code §84308 (the Levine Act) does not apply to the actions recommended in this Report.

#### STRATEGIC PLAN INITIATIVE:

The actions recommended in this Report are consistent with and support the City Council's goal of an Effective and Culturally Responsive Government (City of Salinas Strategic Plan 2022-2025).

#### DEPARTMENTAL COORDINATION:

The City Manager, City Attorney, and Community Development Department coordinated on this Report.

#### FISCAL AND SUSTAINABILITY IMPACT:

As referenced in the April 22, 2025 report to the City Council on the Residential Rental Registration Program and the Rent Stabilization Program, implementation of both programs was intended to be cost-neutral and self-funded through the collection of annual fee revenues. Program Fee revenue exceeded Program cost which will allow for the General Fund loan transfer in the amount of \$205,203 to be repaid. As mentioned in the April 22, 2025 report, there may be additional funds remaining after the General Fund loan has been repaid, which will need to be addressed.

The City has entered into contracts associated with the implementation of the Residential Registration Program and the Rent Stabilization Program. If the proposed ordinance is adopted by

the Council, once it becomes effective the City will honor its commitments made for work performed through the effective date of the proposed ordinance, but it is expected that the contracts for those services would be terminated.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 24-25 Operating Budget Page	Last Budget Action (Date, Resolution)
N/A	N/A	N/A	N/A	N/A	N/A	N/A

\* The FY 24-25 Adopted Budget was adopted on June 11, 2024.

ATTACHMENTS:

Proposed Ordinance

Ordinance No. 2663

Ordinance No. 2681

Ordinance No. 2682

Ordinance No. 2683

**ORDINANCE NO. \_\_\_\_\_ (N.C.S.)**

**AN ORDINANCE REPEALING ORDINANCE NO. 2663, ORDINANCE NO. 2681,  
ORDINANCE NO. 2682, AND ORDINANCE NO. 2683**

*City Attorney Impartial Analysis*

*This ordinance repeals Ordinance No. 2663, codified at Article I of Chapter 17 of the Salinas Municipal Code (Residential Rental Registration); Ordinance No. 2681, codified at Article IIA of Chapter 17 of the Salinas Municipal Code (Rent Stabilization); Ordinance No. 2682, codified at Article IIB of Chapter 17 of the Salinas Municipal Code (Tenant Protection and Just Cause Eviction); and Ordinance No. 2683, codified at Article IIC of Chapter 17 of the Salinas Municipal Code (Tenant Anti-Harassment).*

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS AS  
FOLLOWS:**

**SECTION 1.** Ordinance No. 2663, codified at Article I of Chapter 17 of the Salinas Municipal Code and titled “Residential Rental Registration” is hereby repealed in its entirety.

**SECTION 2.** Ordinance No. 2681, codified at Article IIA of Chapter 17 of the Salinas Municipal Code and titled “Rent Stabilization” is hereby repealed in its entirety.

**SECTION 3.** Ordinance No. 2682, codified at Article IIB of the Salinas Municipal Code and titled “Tenant Protection and Just Cause Eviction” is hereby repealed in its entirety.

**SECTION 4.** Ordinance No. 2683, codified at article IIC of the Salinas Municipal Code and titled “Tenant Anti-Harassment” is hereby repealed in its entirety.

**SECTION 5.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

**SECTION 6.** Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 7.** CEQA Compliance. The City Council’s adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council’s adoption of this ordinance is exempt because it does not meet the definition of a “project” under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

**SECTION 8.** Severability. If any section, subsection, sentence, clause, or phrase of this



ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 9.** Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

This Ordinance was INTRODUCED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, and was PASSED AND ADOPTED on the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**APPROVED:**

\_\_\_\_\_  
Dennis Donohue, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Christopher A. Callihan, City Attorney

**ATTEST:**

\_\_\_\_\_  
Patricia M. Barajas, City Clerk

**ORDINANCE NO. 2683 (N.C.S.)**

**AN ORDINANCE ADDING ARTICLE IIC TO CHAPTER 17 OF THE SALINAS MUNICIPAL CODE RELATED TO TENANT ANTI-HARASSMENT PROTECTIONS**

*City Attorney Impartial Analysis*

*This Ordinance applies to all residential Rental Units and prohibits harassment of tenants by landlords. This Ordinance augments existing protections provided to residential Tenants under federal, state, and local laws to prohibit and to deter Tenant harassment by Landlords in all residential Rental Units, including single-family residences and condominiums. The Ordinance provides penalties for non-compliance. The Ordinance is operative January 1, 2025.*

**WHEREAS**, beginning in October 2023, the City Council began to explore the concepts of rent stabilization and tenant protections. At its meeting on October 24, 2023, the City Council received a report on the Salinas rental housing market and state laws that impact rent control and tenant protection. Following receipt of the report, the City Council directed City staff to develop specific recommendations on rent stabilization and tenant protection strategies, including a rent stabilization and a tenant protection ordinance. The City Council directed that the Housing and Land Use Committee would be the forum through which the City would engage with the community on these ordinances as work progressed and until such time as specific recommendations would come forward to the City Council for consideration; and

**WHEREAS**, the City Council's Housing and Land Use Committee first met on March 26, 2024, and received a report on a preliminary draft ordinance which consisted of three components: a rent stabilization ordinance, a tenant protection and just cause eviction ordinance, and a tenant anti-harassment ordinance ("Ordinances"); and

**WHEREAS**, following the March 26, 2024, Housing and Land Use Committee meeting, the City continued to engage with the community through listening sessions, community meetings, Technical Advisory Committee. (TAC) meetings, Housing and Land Use Committee meetings, and public hearings before the City Council. Throughout this community engagement process, the City heard testimony from property owners, landlords, property managers, housing developers, tenants, tenant advocacy groups, and others regarding the Salinas rental market and the scope of rent increases and resident displacement, both as a result of rent increases and aspects of evictions in State law. The City also heard testimony about the specific provisions of the preliminary and subsequent drafts of the Ordinances; and

**WHEREAS**, the housing shortage and rising costs of living in Monterey County, and Salinas in particular, has detrimentally impacted a substantial number of residents in Salinas; and

**WHEREAS**, the majority of households in Salinas are family households (79.3%) and Salinas has a larger proportion of lower income households compared to the rest of Monterey County; and

**WHEREAS**, the affordability crisis disproportionately affects people of color because these communities are over-represented in the renter population. Salinas residents are predominantly Latinx: As of 2020, 79% of Salinas' residents were of Latino or Hispanic origin. Latinx residents in Salinas make up larger shares of the renter population than in the city overall; and

**WHEREAS**, renter-occupied households in Salinas have lower incomes per capita than households who own their homes; consequently, rent stabilization and tenant protection ordinances will tend to benefit households with lower than median incomes. The average renter-occupied household in the City has a median annual income of \$64,509; and

**WHEREAS**, as of November 2022, the average rent for rental units in Salinas was \$2,564 per month; and

**WHEREAS**, average rents for multifamily rental units in Salinas have continually increased at a higher rate compared with the increase in the median income for renter-occupied households, with the exception of 2018 and 2022. Rents in multifamily buildings built before 1995 in Salinas have increased 117% between 2000 and 2024, with an average vacancy of only 3.3%; and

**WHEREAS**, rents in Salinas have increased an average of 5% each year since 2012, with a spike in rent between 2020 and 2021, with an almost 13% increase, and then resuming regular increase over the past two years. A little more than half of the City's renter-occupied households remain rent-burdened, paying 30% or more of their household income on housing. Rent-burdened households have less money to spend on other essentials like food, transportation, healthcare, and childcare; and

**WHEREAS**, the cost burden rate in the City is sufficiently high to create anxiety about rent increases as the increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families; and

**WHEREAS**, housing instability threatens the public peace, health, safety, and welfare as eviction from one's home can lead to prolonged homelessness; increased residential mobility; loss of community; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home; and

**WHEREAS**, eviction creates particular hardships for individuals and households of limited means, given the shortage of affordable housing within Salinas and the region, generally; and

**WHEREAS**, the housing rent burden and poverty faced by many residents in Salinas threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Evictions play an impactful role in the lives of low income renter households and

can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children; and

**WHEREAS**, the City Council finds and determines that regulating the relations between residential landlords and tenants will increase certainty and fairness within the residential rental market in the City and thereby serve the public peace, health, safety, and welfare; and

**WHEREAS**, the Tenant Protection Act of 2019 is a statewide law that requires a landlord to have “just cause” in order to terminate a tenancy, and provides for a series of “at fault” and “no fault” reasons that a tenant may be evicted, and in the event of a “no fault” eviction, provides for relocation assistance equal to one month of rent; and

**WHEREAS**, the recent spike in the inflation rate has resulted in permissible rent increases of up to 10% under the Tenant Protection Act, which caused some residents to become fearful of needing to relocate for financial reasons; and

**WHEREAS**, tenants and housing advocates have provided testimony that some landlords have been constructively evicting tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents; and

**WHEREAS**, this fear of displacement has been determined to be a threat to the City’s health and well-being; and

**WHEREAS**, Salinas residential tenants may be unwilling or unable to assert their legal rights due to such factors as imbalance in bargaining power and concerns of retaliation. The City Council finds that these imbalances in the rental housing market and in the bargaining power of landlords and tenants reduces stability, security, and habitability, which are detrimental to health, safety, and general welfare of Salinas residents; and

**WHEREAS**, the City Council finds that reasonable regulation of aspects of the residential landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of rental housing units, and protect the health, safety, and general welfare of the public and that there is a lack of adequate protections and remedies in the absence of City regulations; and

**WHEREAS**, a purpose of the City’s rent stabilization and tenant protection policies is to preserve the public peace, health, safety, and welfare of the City by deterring harassing behavior by landlords against residential tenants, encouraging residential landlord to follow the law and uphold their responsibility to provide habitable rental properties, and establishing more effective remedies for tenants who experience harassing behavior; and

**WHEREAS**, a further purpose of the City’s rent stabilization and tenant protection policies is to help maintain peaceful relations in the community and minimize breaches of the peace caused by self-help evictions; to protect vulnerable populations of the Salinas community; and



**WHEREAS**, it is in the interest of the City, property owners, residents, and the community as a whole that the City adopt rent stabilization, tenant protection and just cause eviction, and tenant anti-harassment protections to mitigate the incentive for a landlord to evict a tenant for the purpose of increasing a rental unit's rent to market rate; and

**WHEREAS**, pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public's peace, health, safety, and welfare of the City and its residents; and

**WHEREAS**, for the preservation of the public peace, health, safety, and welfare, the City Council finds that it is necessary to adopt ordinances adopting rent stabilization, eviction protections, and tenant anti-harassment protections that strengthen what already exists in state and federal law for the reasons set forth above, which are hereby incorporated by reference.

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Article IIC is hereby added to Chapter 17 of the Salinas Municipal Code to read as follows:**

Article IIC. Anti-Harassment.

Sec. 17-02.100. Title, Purpose, and Applicability.

- (a) This Article shall be known as the "Tenant Anti-Harassment Ordinance."
- (b) The Tenant Anti-Harassment Ordinance augments existing protections provided to residential Tenants under federal, state, and local laws to prohibit and to deter Tenant harassment by Landlords in all residential Rental Units, including single-family residences and condominiums.
- (c) The Tenant Anti-Harassment Ordinance applies to all Landlords and Tenants of residential Rental Units within the city, including mobile-homes, mobile-home spaces, trailers, trailer spaces, unless exempted herein, including Landlords and Tenants who may not be covered by other Tenant protection policies.

Sec. 17-02.101. Definitions.

For the purpose of this Article, the following words or phrases shall have the following meanings:

- (a) **Housing Services.** All amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the Landlord. Housing Service includes without limitation hot and cold water, heat, light, utilities that are paid by the Landlord, painting, elevator service, window shades and screens, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), kitchen,

bath, and laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services insurance, the payment of property taxes, and any other benefits or privileges permitted to the Tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic Housing Services required by Cal. Civil Code §1941.1. Housing Services includes a proportionate part of services provided to common facilities of the building and Property in which the Rental Unit is contained.

- (b) Landlord. An owner, lessor, sublessor, or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative, or successor of any of the foregoing.
- (c) Property. All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- (d) Rent. All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting, and security deposits for damages and cleaning.
- (e) Rental Housing Agreement. An agreement, oral, written, or implied, between a Landlord and Tenant for the use or occupancy of a Rental Unit and for Housing Services.
- (f) Rental Unit. Any building, structure, or part thereof, land appurtenant thereto, or any other rental Property rented or offered for rent for residential purposes, together with all Housing Services connected with use or occupancy of such Property such as common areas and recreational facilities held out for use by the Tenant.
- (g) Tenant. A tenant, subtenant, lessee, sublessee, or any other person entitled under the terms of a Rental Housing Agreement to the use or occupancy of any Rental Unit.

#### Sec. 17-02.102. Exemptions.

The following Rental Units are exempt from the restrictions and requirements of this Article:

- (a) Rental Units in any hospital, skilled nursing facility, or health facility.
- (b) Rental units in a nonprofit facility that has the primary purpose of providing short-term treatment, assistance, or therapy for alcohol, drug, or other substance abuse and the housing is provided incident to the recovery program, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.

- (c) Rental units in a nonprofit facility that provides a structured living environment with the primary purpose of helping homeless persons obtain skills necessary for independent living in permanent housing and where the occupancy is restricted to a limited and specific period of time of not more than 24 months, and where the client has been informed in writing of the temporary or transitional nature of the housing at its inception and is licensed for such purpose where such license is required.
- (d) Rental units exempted from Cal. Civil Code Part 4, Title 4, Chapter 2 by § 1940(b) (transient occupancy in hotels/motels), or successor statute, unless either the landlord offers for rent or rents the rental unit for a period of 30 days or more, or the landlord violates Cal. Civil Code § 1940.1, or successor statute, to avoid tenancy status.

Sec. 17-02.103. Harassment by Landlord Prohibited; Harassment by Tenant Prohibited.

- (a) No Landlord, and no agent, representative, or employee of the Landlord, shall engage in any act or omission described below in bad faith. Each act or omission in violation of this section constitutes harassment.
  - (1) Interrupt, terminate, or fail to provide, or threaten to interrupt, terminate, or fail to provide Housing Services required by a Rental Housing Agreement or by state or local housing, health, or safety laws. This includes, without limitation, the following:
    - (A) Curtailing any utility services by any means whatsoever including, but not limited to, the cutting or removing of wires, removal of fuses, switching of breakers, and non-payment of bills for utilities that are part of the housing services. Utility services includes, but is not limited to, water, heat, electricity, gas, telephone, cable, internet, garbage and recycling collection, and sewage.
    - (B) Impeding reasonable access to the residential units.
    - (C) Removing, without replacement within a reasonable period time period, when building permits are obtained, if required, doors or windows of the Rental Unit.
  - (2) Fail to perform or threaten to fail or perform, repairs or maintenance required by a Rental Housing Agreement or by state or local housing, health, or safety laws.
  - (3) Fail to exercise due diligence in completing repairs or maintenance once undertaken or fail or follow appropriate industry repair containment or remediation protocols designed to minimize expose to noise, dust, lead paint, mold, asbestos, or other building materials with potentially harmful health impacts.

- (4) Take, or threaten to take, any action to recover possession or cause the Tenant to quit the Rental Unit involuntarily, decrease a Housing Service, or increase Rent with the intent to retaliate against the Tenant for the Tenant's assertion or exercise of any right under this Article, including a right to request reasonable repairs or maintenance, or to deter the assertion or exercise of such rights.
- (5) Solicit a Tenant for sexual conduct in exchange for protection from eviction, repairs or maintenance of the Rental Unit or rental property, or the fulfillment of an obligation of the Landlord under the Rental Housing Agreement or law.
- (6) Abuse the right of access into a rental unit as established and limited by Cal. Civil Code § 1954 or successor statute, including entering or photographing portions of the Rental Unit that are beyond the scope of a lawful entry or inspection.
- (7) Remove from the Rental Unit personal property, furnishings, or other items that belong to the tenant or that are part of the Housing Services without the prior written consent of the Tenant, except when done pursuant to the procedures set forth in Cal. Civil Code § 1980 et seq., or successor statute.
- (8) Remove or cause removal of a Tenant's vehicle from the rental property or abutting street in violation of applicable law. If applicable law allows for towing of the vehicle, then towing the vehicle does not constitute harassment.
- (9) Influence or attempt to influence a Tenant to vacate a Rental Unit through fraud, intimidation, or coercion. This includes threatening to report a Tenant or other person known to the Landlord to be associated with the Tenant to any local, state, or federal agency based on their perceived or actual immigration status. The prohibition shall not be construed as preventing communication with such agencies regarding an alleged immigration violation as permitted by law. This provision shall also not be construed to conflict with Cal. Civil Code § 1940.2(a)(5) or successor statute.
- (10) Offer payments to a Tenant to vacate more than once in six months, after the tenant has notified the landlord in writing the Tenant does not desire to receive further offers of payments to vacate.
- (11) Attempt to coerce a Tenant to vacate with offer(s) of payments to vacate that are accompanied with threats or intimidation.
- (12) Threaten a Tenant or their guest by word or gesture, with physical harm. Similarly, no Tenant may threaten a Landlord or their guests, agents, employees, or representatives by word or gesture, with physical harm.
- (13) Engage in verbal or nonverbal abuse of a Tenant or their guest or use verbal or nonverbal actions directed at a tenant or their guest that are likely, or intended, to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a tenant or their guest as a member of a protected class that are likely,



or intended, to cause, physical, mental, or emotional harm. Similarly, no Tenant may engage in verbal or nonverbal abuse of a Landlord or their guests, agents, or representatives or use verbal or nonverbal actions directed at a Landlord or their guests, agents, or representatives that are likely to cause physical, mental, or emotional harm, including verbal or nonverbal actions directed toward a Landlord or their guests, agents, or representatives as a member of a protected class that are likely, or intended, to cause physical, mental, or emotional harm.

- (14) Engage in any act or omission that interferes with a Tenant's right to quiet use and enjoyment of a Rental Unit, as that right is defined by California law.
- (15) Violate a law that prohibits discrimination based on actual or perceived race, color, sex (including pregnancy, childbirth, and related medical conditions), gender, sexual preference, sexual orientation, ethnic background, nationality, ancestry, place of birth, immigration or citizenship status, primary language, religion, age, source of income, military or veteran status, familial status (including parenthood, occupancy of a minor child, and composition of family unit), marital status, disability (including mental and physical disability), genetic information, or medical condition. Parentheticals in the foregoing list are without limitation.
- (16) Refuse to accept or acknowledge receipt of a tenant's lawful rent payment, except as such refusal may be permitted by state law after a notice to quit has been served on the Tenant and the time period for performance pursuant to the notice has expired.
- (17) Refuse to cash a rent check or money order for more than 30 days, except as such refusal may be permitted by state law after a notice to quit has been served on the tenant and the time period for performance pursuant to the notice has expired.
- (18) Engage in any act that interferes with a Tenant's right to privacy or request information that violates a tenant's right to privacy, including, without limitation, residency or citizenship status or social security number, except as authorized by law. This includes a refusal to accept equivalent alternatives to information or documentation that does not concern immigration or citizenship status, e.g., an Individual Taxpayer Identification Number (ITN). This also includes, but is not limited to: video or audio recording that captures the interior of a Tenant's unit, unreasonably inquiry into a Tenant's relationship status or criminal history, and unreasonable restrictions on or inquiry into overnight guests.
- (19) Misrepresent to a Tenant that they are required to vacate a Rental Unit or otherwise entice a Tenant to vacate a Rental Unit through misrepresentation or concealment of material facts.
- (20) Force a Tenant to vacate their Rental Unit and reregister to avoid classification as a Tenant under California Civil Code section 1940.1. Forced vacation can be implied from the totality of the circumstances.

(21) Unilaterally impose or require an existing Tenant to agree to material new terms of tenancy or to a new Rental Housing Agreement, unless:

(A) Subsection subsection (21)(c), below, the change in terms of tenancy is explicitly authorized by this title, California Civil Code sections 1946.2(f), 1947.5, or 1947.12 or any successor statute thereof, or is required by federal, state, or local law or regulatory agreement with a government agency; or

(B) Subject to section (21)(c) below, the change in terms of the tenancy was accepted in writing by the Tenant after receipt of written notice from the Landlord that the Tenant need not accept such new terms as part of the Rental Housing Agreement.

(C) Notwithstanding the foregoing, where a Rental Unit is regulated by the Rent Stabilization Ordinance, any change in terms of tenancy must comply with the Rent Stabilization Ordinance and associated regulations.

(22) Take any action to recover possession of a Rental Unit that is exempt from rent increase limitations under this title or any other provision of law by means of a rent increase that is imposed in bad faith with intent to coerce the tenant into vacating the rental unit in circumvention of state and local eviction protection laws. Evidence of bad faith may include, without limitation, the following: (i) the rent increase was substantially in excess of market rates for comparable units; (ii) the rent increase was within six months after an attempt to recover possession of the unit; and (iii) such other factors as a court may deem relevant.

(23) Prohibit, interfere with, retaliate against, or threaten retaliation against tenant organizing activities or engaging in other political activities when hosted by a tenant. "Tenant organizing activities" include the following:

(A) Initiating contact with the Tenants to ascertain interest in, or seek support for forming, a tenant association or union, which may include conducting door-to-door surveys;

(B) Joining, supporting, or operating a tenant association or union;

(C) Requesting or providing information, offering assistance, distributing literature, convening meeting with or without a Landlord or Landlord representative, or otherwise acting on behalf of one or more Tenants in the building regarding housing conditions, community life, Landlord-Tenant relations, and/or similar issues of common interest or concern among Tenants in the building;

(D) This subsection (a)(23) does not prohibit a Landlord from establishing reasonable time, place, and manner requirements of organizing activities so

long as the requirements would not effectively prohibit or substantially interfere with organizing activities.

- (24) Other repeated acts or omissions of such significance as to substantially interfere with or disturb the comfort, peace, or quiet of any person lawfully entitled to occupancy of such Rental Unit and that cause, are likely to cause, or are intended to cause any person lawfully entitled to occupancy of a Rental Unit to vacate such Rental Unit or to surrender or waive any rights in relation to such occupancy.

- (b) The conduct described in subsection (a), above, shall not include conduct intended to communicate ideas or beliefs to the public at-large and that has only an incidental effect upon a person or persons.

Sec. 17-02.104. Notice.

- (a) On or before the commencement date of a tenancy, and at the same time as any notice of termination of tenancy, a Landlord shall deliver to the Tenant written notice of the following in the form prescribed by the City:

(1) The tenancy is regulated by this Tenant Anti-Harassment Ordinance.

(2) Section 17-02.103 of the Salinas Municipal Code prohibits Landlords from engaging in certain acts or failing to perform certain acts related to a tenancy in bad faith or with a dishonest intent.

(3) Landlords that violate this Article may be held liable for damages.

- (b) The form of notice prescribed by the City shall include a Spanish language translation of the text and may include translations in additional languages or additional information deemed necessary or convenient to effectuate the purpose of this Article.

- (c) For tenancies existing on the effective date of this article or any amendment thereof, a landlord shall deliver to each existing tenant the written notice required by subsection (a), above, in the form prescribed by the City within thirty (30) days of such effective date.

- (d) Where a property contains more than one rental unit and an interior common area accessible by the tenants of more than one rental unit, landlords shall post the written notice required by subsection (a), above, in the form prescribed by the city in at least one interior common area.

Sec. 17-02.105. Severance of Amenities Prohibited.

- (a) The following amenities, supplied in connection with use or occupancy of a Rental Unit, may not be severed from a tenancy without good cause: garage facilities, parking facilities,

driveways, storage space, laundry rooms, decks, patios, backyards, gardens on the same lot, kitchen facilities, toilet facilities, or lobbies.

(b) For purposes of this section, good cause shall include:

- (1) Required by federal, state, or local law;
  - (2) For Rental Units that are exempt from the Rent Stabilization Ordinance, acceptance of the severance in writing by the Tenant after receipt of written notice from the Landlord that the Tenant need not accept the severance;
  - (3) For Rental Units that are regulated by the Rent Stabilization Ordinance, approval of the removal of amenities by a hearing officer; or
  - (4) Severance results from the removal of a balcony for which repair or removal was necessary for safety and the Landlord has obtained all necessary permits for the removal.
- (c) A severance does not include noticed temporary unavailability of the above housing services to perform necessary work with all required permits.
- (d) For Rental Units covered under the Rent Stabilization Ordinance, any severance permitted under this section shall be offset by a corresponding reduction in Rent. Either a Landlord or a Tenant may file a Rent Reduction Petition with the City to determine the amount of Rent reduction.
- (e) Late Payment Fees Late fees may not be imposed except if provided for in a written Rental Housing Agreement.

#### Sec. 17-02.106. Waiver Void.

It is against public policy, void and unenforceable, to waive or to modify any provision of this Article in an oral or written Rental Housing Agreement.

#### Sec. 17-02.107. Remedies and Penalties.

- (a) Criminal Penalty. A violation of any provision of this Article is punishable as an infraction or misdemeanor. A misdemeanor conviction under this Article shall be punished by a fine of not more than \$1,000 for each offense or by imprisonment in the County jail for a period of not more than six (6) months or both, as determined by the court.
- (b) Civil Action. Any aggrieved person, or any person, organization, or entity who will fairly and adequately represent the interest of an aggrieved Tenant under this Article, or the City may institute civil proceedings as provided by law against any Landlord violating any of the provisions of this Article and any person who aids, facilitates, and/or incites another to violate the provisions of this Article, regardless of whether the Rental Unit remains



occupied or has been vacated due to harassment. The burden of proof in such cases shall be preponderance of the evidence.

(c) Injunction/Equitable Relief. Any person who commits an act or engages in any pattern and practice that violates this Article may be enjoined therefrom by a court of competent jurisdiction. A court may issue other equitable relief as appropriate. An action for injunction under this section may be brought by an aggrieved person, by the City Attorney, or by any person or entity who will fairly or adequately represent the interests of the protected class.

(d) Penalties and Other Monetary Awards.

(1) Any person who violates, or aids or incites another person to violate, the provisions of this Article is liable in a court action for each and every such offense for money damages of not less than three times actual damages suffered by an aggrieved Tenant (including damages for mental or emotional distress), or for the minimum damages in the sum of \$2,000, whichever is greater, or whatever other relief the court deems appropriate, and shall be liable for such attorneys' fees and costs as may be determined by the court. In the case of an award for damages for mental or emotional distress, such award shall be trebled only if the trier of fact finds that the Landlord acted in knowing violation of or reckless disregard of this Article.

(2) Any person who violates, or aids or incites another person to violate, this Article shall be liable for an additional civil penalty of up to \$5,000 for each offense committed against a person who is disabled within the meaning of California Government Code section 12926, et seq., or successor statute, or aged 65 or over. A Tenant prevailing in a court under this Article may be awarded compensatory damages, Rent refunds for reduction in housing services, Tenant relocation costs, imposition of civil penalties up to \$10,000 per violation depending upon the severity of the violation or history of violations by this Article by the Landlord, and other appropriate relief, as adjudged by the court.

(3) The court may also award punitive damages to any plaintiff, including the City, in a proper case as defined by California Civil Code section 3294 or successor statute. The burden of proof for purposes of punitive damages shall be clear and convincing evidence.

(4) A prevailing defendant in a civil action under this section shall be entitled to an award of attorneys' fees only if it is determined by the court that the action was devoid of merit and brought in bad faith.

(e) Affirmative Defense. A violation of this Article may be asserted as an affirmative defense in an unlawful detainer action.

(f) Additional Enforcement; Non-exclusive Remedies and Penalties. This Article may be enforced as provided in the Salinas Municipal Code in addition to other remedies provided

herein. The remedies in this Article shall be in addition to any other existing remedies which may be available.

**Sec. 17-02.108. Operative Date.**

The operative date of the ordinance codified in this Article shall be January 1, 2025.

**SECTION 3.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

**SECTION 4.** Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 5.** CEQA Compliance. The City Council's adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA) Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council's adoption of this ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

**SECTION 6.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 7.** Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

This ordinance was introduced on the 10<sup>th</sup> day of September 2024, and passed and adopted this 24<sup>th</sup> day of September 2024, by the following vote:

**AYES:** Councilmembers Barrera, Gonzalez, Osornio, Rocha and Sandoval

**NOES:** None

**ABSENT:** Councilmember Valenzuela and Mayor Craig

**ABSTAIN:** None

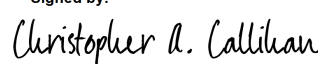
**APPROVED:**

Signed by:  


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Jose Andrew Sandoval, Mayor Pro Tempore

**APPROVED AS TO FORM:**

Signed by:  


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Christopher A. Callihan, City Attorney

**ATTEST:**

DocuSigned by:  


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Patricia M. Barajas, City Clerk

**ORDINANCE NO. 2682(N.C.S.)**

**AN ORDINANCE ADDING ARTICLE IIB TO CHAPTER 17 OF THE SALINAS  
MUNICIPAL CODE RELATED TO JUST CAUSE EVICTION AND TENANT  
PROTECTION**

*City Attorney Impartial Analysis*

*This Ordinance applies to all Rental Units, except as specifically exempted, and establishes local criteria for just cause evictions and provides additional protections for tenants residing within applicable Rental Units beyond what State law currently provides. The Ordinance requires, among other things, additional notice requirements and the right for tenants to receive three months' rent as relocation assistance in the event of a no-fault, just cause evictions. The Ordinance provides penalties for failure to comply. The Ordinance is operative on January 1, 2025.*

**WHEREAS**, beginning in October 2023, the City Council began to explore the concepts of rent stabilization and tenant protections. At its meeting on October 24, 2023, the City Council received a report on the Salinas rental housing market and state laws that impact rent control and tenant protection. Following receipt of the report, the City Council directed City staff to develop specific recommendations on rent stabilization and tenant protection strategies, including a rent stabilization and a tenant protection ordinance. The City Council directed that the Housing and Land Use Committee would be the forum through which the City would engage with the community on these ordinances as work progressed and until such time as specific recommendations would come forward to the City Council for consideration; and

**WHEREAS**, the City Council's Housing and Land Use Committee first met on March 26, 2024, and received a report on a preliminary draft ordinance which consisted of three components: a rent stabilization ordinance, a tenant protection and just cause eviction ordinance, and a tenant anti-harassment ordinance ("Ordinances"); and

**WHEREAS**, following the March 26, 2024, Housing and Land Use Committee meeting, the City continued to engage with the community through listening sessions, community meetings, Technical Advisory Committee. (TAC) meetings, Housing and Land Use Committee meetings, and public hearings before the City Council. Throughout this community engagement process, the City heard testimony from property owners, landlords, property managers, housing developers, tenants, tenant advocacy groups, and others regarding the Salinas rental market and the scope of rent increases and resident displacement, both as a result of rent increases and aspects of evictions in State law. The City also heard testimony about the specific provisions of the preliminary and subsequent drafts of the Ordinances; and

**WHEREAS**, the housing shortage and rising costs of living in Monterey County, and Salinas in particular, has detrimentally impacted a substantial number of residents in Salinas; and



**WHEREAS**, the majority of households in Salinas are family households (79.3%) and Salinas has a larger proportion of lower income households compared to the rest of Monterey County; and

**WHEREAS**, the affordability crisis disproportionately affects people of color because these communities are over-represented in the renter population. Salinas residents are predominantly Latinx: As of 2020, 79% of Salinas' residents were of Latino or Hispanic origin. Latinx residents in Salinas make up larger shares of the renter population than in the city overall; and

**WHEREAS**, renter-occupied households in Salinas have lower incomes per capita than households who own their homes; consequently, rent stabilization and tenant protection ordinances will tend to benefit households with lower than median incomes. The average renter-occupied household in the City has a median annual income of \$64,509; and

**WHEREAS**, as of November 2022, the average rent for rental units in Salinas was \$2,564 per month; and

**WHEREAS**, average rents for multifamily rental units in Salinas have continually increased at a higher rate compared with the increase in the median income for renter-occupied households, with the exception of 2018 and 2022. Rents in multifamily buildings built before 1995 in Salinas have increased 117% between 2000 and 2024, with an average vacancy of only 3.3%; and

**WHEREAS**, rents in Salinas have increased an average of 5% each year since 2012, with a spike in rent between 2020 and 2021, with an almost 13% increase, and then resuming regular increase over the past two years. A little more than half of the City's renter-occupied households remain rent-burdened, paying 30% or more of their household income on housing. Rent-burdened households have less money to spend on other essentials like food, transportation, healthcare, and childcare; and

**WHEREAS**, the cost burden rate in the City is sufficiently high to create anxiety about rent increases as the increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families; and

**WHEREAS**, housing instability threatens the public peace, health, safety, and welfare as eviction from one's home can lead to prolonged homelessness; increased residential mobility; loss of community; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home; and

**WHEREAS**, eviction creates particular hardships for individuals and households of limited means, given the shortage of affordable housing within Salinas and the region, generally; and

**WHEREAS**, the housing rent burden and poverty faced by many residents in Salinas threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and displacement. Evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children; and

**WHEREAS**, the City Council finds and determines that regulating the relations between residential landlords and tenants will increase certainty and fairness within the residential rental market in the City and thereby serve the public peace, health, safety, and welfare; and

**WHEREAS**, the Tenant Protection Act of 2019 is a statewide law that requires a landlord to have “just cause” in order to terminate a tenancy, and provides for a series of “at fault” and “no fault” reasons that a tenant may be evicted, and in the event of a “no fault” eviction, provides for relocation assistance equal to one month of rent; and

**WHEREAS**, the recent spike in the inflation rate has resulted in permissible rent increases of up to 10% under the Tenant Protection Act, which caused some residents to become fearful of needing to relocate for financial reasons; and

**WHEREAS**, tenants and housing advocates have provided testimony that some landlords have been constructively evicting tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents; and

**WHEREAS**, this fear of displacement has been determined to be a threat to the City’s health and well-being; and

**WHEREAS**, Salinas residential tenants may be unwilling or unable to assert their legal rights due to such factors as imbalance in bargaining power and concerns of retaliation. The City Council finds that these imbalances in the rental housing market and in the bargaining power of landlords and tenants reduces stability, security, and habitability, which are detrimental to health, safety, and general welfare of Salinas residents; and

**WHEREAS**, the City Council finds that reasonable regulation of aspects of the residential landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of rental housing units, and protect the health, safety, and general welfare of the public and that there is a lack of adequate protections and remedies in the absence of City regulations; and

**WHEREAS**, a purpose of the City’s rent stabilization and tenant protection policies is to preserve the public peace, health, safety, and welfare of the City by deterring harassing behavior by landlords against residential tenants, encouraging residential landlord to follow the law and uphold their responsibility to provide habitable rental properties, and establishing more effective remedies for tenants who experience harassing behavior; and

**WHEREAS**, a further purpose of the City’s rent stabilization and tenant protection policies is to help maintain peaceful relations in the community and minimize breaches of the peace caused by self-help evictions; to protect vulnerable populations of the Salinas community; and

**WHEREAS**, it is in the interest of the City, property owners, residents, and the community as a whole that the City adopt rent stabilization, tenant protection and just cause eviction, and tenant anti-harassment protections to mitigate the incentive for a landlord to evict a tenant for the purpose of increasing a rental unit’s rent to market rate; and

**WHEREAS**, pursuant to the City’s police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public’s peace, health, safety, and welfare of the City and its residents; and

**WHEREAS**, for the preservation of the public peace, health, safety, and welfare, the City Council finds that it is necessary to adopt ordinances adopting rent stabilization, eviction protections, and tenant anti-harassment protections that strengthen what already exists in state and federal law for the reasons set forth above, which are hereby incorporated by reference.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF SALINAS as follows:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Article IIB is hereby added to Chapter 17 of the Salinas Municipal Code to read as follows:**

Article IIB. Just Cause Eviction and Tenant Protection.

Sec. 17-02.50. Title; Purpose.

- (a) This Article shall be known as the “Just Cause Eviction and Tenant Protection Ordinance.”
- (b) It is the purpose and the intent of this Article to provide housing stability in the Salinas rental market and limit adverse impacts on displaced tenants forced to find replacement housing in the expensive and limited Salinas housing market. Pursuant to California Civil Code section 1946.2(g)(1)(B), the City Council hereby makes the following findings: This Article requiring just cause for termination of a residential tenancy is consistent with and more protective than California Civil Code section 1946.2. This Article is more protective because it further limits the reasons for termination of a residential tenancy, provides for higher relocation assistance amounts, and provides additional tenant protections that are not prohibited by any other provision of law. The rights conferred by this Article are in addition to any existing rights provided to Tenants by state or federal law.

Sec. 17-02.51. Definitions.

The following words or phrases as used in this Article shall have the following meanings:

- (a) “Buyout Agreement.” A written agreement where a Landlord pays a Tenant money or other consideration to vacate a Residential Unit.
- (b) “Buyout Negotiations.” Any discussion or bargaining, whether oral or written. Between a Tenant and a Landlord regarding the possibility of entering into a Buyout Agreement. Buyout Negotiations begin upon the Landlord’s initiation of such discussion or bargaining and end at the earliest of the following events: when a Buyout Agreement is executed, when the Tenant vacates their Rental Unit, when the Tenant provides written notice to the Landlord that the Tenant no longer wishes to engage in Buyout Negotiations, or when the Landlord provides written notice to the Tenant that the owner no longer wishes to engage in Buyout Negotiations. A counteroffer by the Tenant does not end Buyout Negotiations.
- (c) “Disabled.” The same meaning as in California Government Code section 12955.3.
- (d) “Housing Service.” All amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the landlord. Housing Services includes without limitation hot and cold water, heat, light, utilities that are paid by the Landlord, painting, elevator service, window shades and screens, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms), kitchen, bath, and laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the Tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic Housing-Services required by California Civil Code §1941.1. Housing Services includes a proportionate part of services provided to common facilities of the building and Property in which the Rental Unit is contained.
- (e) “Landlord.” An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or any agent, representative, or successor of any of the foregoing.
- (f) “Primary Residence.” Occupancy which does not require that the individual be physically present in the unit at all times or continuously, but the unit must be the individual’s usual place of return. Indicia of primary residence include:
  - (1) The individual carries on basic living activities at the subject premises for extended periods;
  - (2) The subject premises are listed with other public agencies, including federal, state, and local taxing authorities as their primary residence;
  - (3) Utilities are billed to and paid by the individual at the subject premises;

- (4) Homeowner's tax exemption for the individual has not been filed for a different property;
  - (5) The occupant is not registered to vote at any other location;
  - (6) Ownership must be held in the same name of the individual claiming primary residence and not held by a limited liability company or other corporate structure; and
  - (7) Other relevant factors illustrating primary residence.
- (g) "Property." All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- (h) "Rent" means all periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting, and security deposits for damages and cleaning.
- (i) "Rental Housing Agreement." An agreement, oral, written, or implied, between a Landlord and Tenant, for use or occupancy of a Rental Unit and for Housing Services.
- (j) "Recognized Tenant Organization" means any group of tenants residing in rental units in the same building or in different buildings operated by the same management company, agent, or landlord, who choose to be so designated.
- (k) "Rental Unit." Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, including any dwelling or unit in a mobilehome park, together with all Housing Services connected with the use or occupancy of such Property such as common areas and recreational facilities held out for use by the Tenant.
- (l) "Tenant." A tenant, subtenant, lessee, sublessee, or any other person entitled under the term of a Rental Housing Agreement to the use or occupancy of any Rental Unit.
- (m) "Utility Charges." Any charges for gas, electricity, water, cable, or internet.

#### Sec. 17-02.52. Applicability; Exemptions.

- (a) Applicability of this Article. This Article applies to all residential Rental Units, except for those units that are exempted.



(b) Exemptions from this Article. The following residential Rental Units are exempt from all provisions of this Article:

- (1) A unit in a hotel, motel, inn, tourist home, or rooming and boarding house which is rented primarily to transient guests for a period of twenty-eight (28) consecutive calendar days or less, counting portions of calendar days as full days and other transient occupancies as defined in California Civil Code section 1940(b).

This exemption does not apply, however, to the following:

- (A) A Tenant who has lived at the property for more than thirty (30) consecutive calendar days;
  - (B) A Tenant who has entered into a Rental Housing Agreement to lease a Rental Unit for thirty (30) days or more; or
  - (C) Where a Landlord has violated California Civil Code section 1940.1 with regard to the Tenant.
- (2) Rental Units in a hospital, convent, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section 202 that is solely owned and operated by an accredited institution of higher education.
  - (3) Dormitories owned and operated by an institution of higher education or a kindergarten and grades 1 to 12, inclusive.
  - (4) Housing accommodations in which the Tenant shares a bathroom or kitchen facilities with the owner who maintains their Primary Residence at the residential rental property.
  - (5) Single-family owner-occupied residences which the owner maintains as their Primary Residence, including a residence in which the owner-occupant rents or leases no more than two units or bedrooms, including, but not limited to, an accessory dwelling unit or junior accessory dwelling unit.

#### Sec. 17-02.53. Just Cause Required for Termination of Tenancy.

No Landlord shall take action to terminate any residential tenancy including, but not limited to, making a demand for possession of a Rental Unit threatening to terminate a residential tenancy verbally or in writing, serving any notice to quit or other eviction notice, or bringing any action to recover possession or be granted recovery of possession of a Rental Unit without just cause. For purposes of this Article, just cause includes at-fault and no-fault just cause.

(a) At Fault Just Cause. At Fault Just Cause is any of the following:

(1) Failure to Pay Rent. The Tenant has failed to pay the Rent which the Landlord is legally entitled under the Rental Housing Agreement, this Article, or any other local law. However, this subsection shall not constitute grounds for eviction where the Tenant has withheld Rent pursuant to applicable law or where the amount of Rent demanded is less than one (1) month of fair market Rent for a unit of equivalent size in the Salinas metro area as determined by the U.S. Department of Housing and Urban Development.

(2) Breach of Lease. The Tenant has continued, after written notice to cease, to substantially violate any of the material terms of the Rental Housing Agreement, except the obligation to surrender possession on proper notice as required by law, and provided such terms are reasonable and legal and have been accepted in writing by the Tenant or made a part of the Rental Housing Agreement; and provided further, that, where such terms have been accepted by the Tenant or made a part of the Rental Housing Agreement subsequent to the initial creation of the tenancy, the Landlord shall have first noticed the Tenant in writing that he or she need not accept such terms or agree to their being made part of the Rental Housing Agreement.

(A) Notwithstanding any contrary provision in this section, a Landlord shall not take any action to terminate a tenancy based on a Tenant's sublease of the Rental Unit if the following requirements are met:

- (i) The Tenant continues to reside in the Rental Unit as his, her, or their primary residence;
- (ii) The sublease replaces one or more departed tenants under the Rental Housing Agreement on a one-for-one basis; and
- (iii) The Landlord has unreasonably withheld the right to sublease following written request by the Tenant. If the Landlord fails to respond to the Tenant in writing within fourteen (14) days of receipt of the Tenant's written request, the Tenant's request shall be deemed approved by the Landlord. A Landlord's reasonable refusal of the Tenant's written request may not be based on the proposed additional occupant's lack of creditworthiness, if that person will not be legally obligated to pay some or all of the Rent to the Landlord. A Landlord's reasonable refusal of the Tenant's written request may be based on, but is not limited to, the ground that the total number of occupants in a Rental Unit exceeds the maximum number of occupants as determined under Section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code section 17922.

(B) Protections for Families. Notwithstanding any contrary provision in this section, a Landlord shall not endeavor to recover possession of a Rental Unit as a result of the addition to the Rental Unit of the Tenant's child,

parent, grandchild, grandparent, brother or sister, or the spouse or domestic partner (as defined in California Family Code section 297) of such relatives, or as a result of the addition of the spouse or domestic partner of the Tenant, so long as the number of occupants does not exceed the maximum number of occupants as determined under section 503(b) of the Uniform Housing Code as incorporated by California Health and Safety Code section 17922.

(C) Before endeavoring to recover possession based on the violation of a legal obligation or covenant of tenancy regarding subletting or limits on the number of occupants in the Rental Unit, the Landlord shall serve the Tenant a written notice of the violation that provides the Tenant with a minimum of fourteen (14) days' opportunity to cure the violation. The Tenant may cure the violation by making a written request to add occupants referenced in subsection (2)(A)(iii) of this section or by using other reasonable means to cure the violation including, but not limited to, the removal of any additional or unapproved occupant. Nothing in this subsection is intended to limit any other rights or remedies that the law otherwise provides to Landlords or to Tenants.

- (3) Nuisance. The Tenant has continued, after the Landlord has served the Tenant with a written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to the Rental Unit.
- (4) Waste. The committing of waste as described in California Code of Civil Procedure section 116(4), as may be amended.
- (5) Criminal Activity; Criminal Threats. Criminal activity by the Tenant on the residential rental property, including any common areas associated with the residential rental property. A criminal threat, as defined in California Penal Code section 422(a), as may be amended, by the Tenant regardless of where made directed at the Landlord or any other Tenant of the residential rental property.
- (6) Assignment or Subletting in Violation of the Rental Housing Agreement. The Tenant's assignment or sublet of the residential rental property in violation of the Tenant's lease, as described in Section 17-02.53(a)(2)(A).
- (7) Failure to Give Access. The Tenant has continued to refuse without good cause, after the Landlord has served the Tenant with a written notice, to grant the Landlord reasonable access to the Rental Unit for the purposes of showing the Rental Unit to prospective purchasers, renters, or mortgagees, or making necessary repairs or improvements required by federal, state, or local laws. This shall include inspections by the City and other inspections needed so that the Landlord may comply with such laws. Unless due to a documented emergency affecting the Tenant's health and/or safety, all repair or improvement work will be scheduled in compliance with applicable City regulations. To terminate a tenancy under this subsection, a Landlord must show that written notice was provided to the Tenant

and all necessary repair or improvement work was scheduled in compliance with this subsection and all applicable City regulations. Landlords may not use lock-boxes on occupied Rental Units.

- (8) **Illegal Purpose.** The Tenant is convicted of using or expressly permitting the Rental Unit to be used for any illegal purpose. Residing in a Rental Unit that lacks a certificate of occupancy, has not been approved by the City for residential use, or that has been cited for housing, building, or Zoning Code violations does not constitute use of the premises for an illegal purpose.
- (b) **No Fault Just Cause.** No Fault Just Case is any of the following actions taken by the Landlord in good faith, meaning the Landlord acts without ulterior motives and with honest intent.
  - (1) **Owner Move-In.** The Landlord seeks to recover possession in good faith for use and occupancy as a Primary Residence by the Landlord or the Landlord's spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
    - (A) For Rental Housing Agreements entered into on or after the Operative Date of this Article, this subsection (b)(1) shall only apply if the Tenant agrees to termination in writing or if the Rental Housing Agreement expressly allows the Landlord to terminate the Rental Housing Agreement if the Landlord unilaterally decides to occupy the residential rental property for the Landlord, or their spouse, domestic partner, child (by blood or adoption), grandchild (by blood or adoption), parent, or grandparent.
    - (B) Landlord, as used in this subsection, shall only include a Landlord that is a natural person who has at least fifty-one (51) percent recorded ownership interest in the property.
    - (C) The notice terminating tenancy shall contain the name, address or primary residence, and relationship to the Landlord of the person intended to occupy the Rental Unit, a list of all real property owned by each intended future occupant, and the address of the real property, if any, on which each intended future occupant claims a homeowner's property tax exemption.
    - (D) The Landlord or enumerated relative must intend in good faith to move into the Rental Unit within ninety (90) days after the Tenant vacates and occupy the Rental Unit as a primary residence for at least thirty-six (36) consecutive months.
    - (E) If the Landlord or enumerated relative specified in the notice terminating tenancy fails to occupy the unit for at least a thirty-six (36) consecutive month period, or fails to occupy the Rental Unit within ninety (90) days after the Tenant vacates, the Landlord shall:

- (i) Offer the Rental Unit to the Tenant who vacated it at the same Rent and the same terms in effect at the time the Tenant vacated; and
- (ii) Pay to said Tenant all reasonable expenses incurred in moving to and from the Rental Unit, including the lease termination fees. This subsection does not limit any other remedies a Tenant may have under this Article or other applicable law.

(F) No eviction may take place for an “owner move in” if the same Landlord or enumerated relative already occupies a Rental Unit on the Property, or if a vacancy already exists on the Property. Once a Landlord or enumerated relative has successfully recovered possession of a Rental Unit for an “owner move in” pursuant to this section, no other current Landlords or enumerated relatives may recover possession of any other Rental Unit in the building under this section. Only one (1) specific unit per building may undergo an eviction under this section. Any future evictions taking place in the same building under this section must be of that same unit. At all times a Landlord may request a reasonable accommodation if the Landlord or enumerated relative is disabled or another unit is necessary to accommodate the person’s disability.

(G) The Landlord may not recover possession for an “owner move-in” pursuant to this section if a comparable unit, owned by the Landlord and located within the city of Salinas, was, at the time of the Landlord’s decision to seek to recover possession of the Rental Unit, already vacant and available, or if a comparable unit, owned by the Landlord in the city of Salinas, thereafter becomes vacant at any time until the earlier of the Tenant’s surrender of possession of the premises or the entry of a judgment of a court of competent jurisdiction awarding possession of the premises to the Landlord. In an action by or against the Tenant, evidence that a comparable unit was vacant and available within ninety (90) days prior to the date of a notice terminating the Tenant’s tenancy shall create a presumption that such unit was vacant and available at the time of the Landlord’s decision to seek to recover possession of the premises. “Presumption” means that the court must find the existence of the presumed fact unless and until the contrary is proven by a preponderance of the evidence.

(2) Temporarily Vacate in Order to Undertake Substantial Repairs; Demolition.

(A) The Landlord, after having obtained all necessary permits from the City and other governmental agencies, seeks in good faith to demolish or to undertake substantial repairs which are necessary to bring the Property into compliance with applicable codes and laws affecting the health and safety of Tenants of the building or where necessary under an outstanding notice



of code violations affecting the health and safety of Tenants of the building, and where such repairs cannot be completed while the Tenant resides on the Property. For purposes of this section, “substantially remodel” means the replacement or substantial modification of any structural, electrical, plumbing, or mechanical system that requires a permit from a governmental agency, or the abatement of hazardous materials, including lead-based paint, mold, or asbestos, in accordance with applicable federal, state, and local laws. Cosmetic improvements alone, including painting, decorating, and minor repairs, or other work that can be performed safely without having the residential real property vacated, do not qualify as a substantial remodel.

- (i) The Landlord shall give written notice to the Tenant at least thirty (30) days prior to the proposed date of commencement of such substantial repair which notice shall include a description of the repairs to be completed and the approximate expected duration of the repairs, together with a copy of the permit(s) required or, if the substantial remodel does not require any permit, a copy of the signed contract with the contractor hired by the Landlord to complete the substantial repairs that reasonably details the work that will be undertaken.
- (B) Where such repairs can be completed in a period of sixty (60) or fewer days, and the Tenant agrees in writing to vacate the premises during the period required to complete the repairs, the Landlord may not recover possession pursuant to this section unless the Tenant shall fail or refuse to vacate the premises in accordance with such agreement.
- (C) Where the Landlord owns any other residential Rental Units in the city of Salinas, and such Rental Unit is vacant and available at the time of service of the written notice terminating the tenancy, or any other time thereafter until the earlier of the Tenant’s vacating the premises or the entry of a judgment by a court of competent jurisdiction awarding possession of the premises to the Landlord, the Landlord shall, as a condition of obtaining possession pursuant to this subsection notify the Tenant in writing of the existence and address of such vacant Rental Unit and offer the Tenant the right, at the Tenant’s option:
- (i) To enter into a Rental Housing Agreement (to be designated as a “temporary housing agreement”) on any available Rental Unit which the Tenant may choose, at a Rent not to exceed the lesser of the lawful Rent which may be charged for such available Rental Unit or the lawful Rental in effect, at the time of the notice of termination of tenancy, on the unit being vacated, said Rental Housing Agreement to be for a term of the lesser of ninety (90) days or until completion of repairs on the Rental Unit being vacated by the Tenant;

- (ii) To enter into a new Rental Housing Agreement for such available Rental Unit at a Rent not to exceed the lawful Rent which may be charged for such available Rental Unit.

(D) Where the Landlord recovers possession under this subsection the Tenant must be given the right of first refusal to re-occupy the Rental Unit upon completion of the reconstruction or the required work.

#### Sec. 17-02.54. Requirements Upon Termination of Tenancy.

- (a) Requirements Upon Termination of Tenancy for At Fault Just Cause. If a Landlord issues a termination notice for at fault just cause, the Landlord shall do the following:

- (1) Notice to Tenant. Before a Landlord issues a notice to terminate a tenancy for at fault just cause that is a curable lease violation, the Landlord shall first give written notice of the violation within a reasonable time period prior to serving a notice to terminate tenancy, with a minimum of ten (10) days' opportunity to cure the violation, and shall inform the Tenant that a failure to cure may result in the initiation of eviction proceedings, including a description of the violation and an opportunity to cure the violation. The notice shall also include any information necessary to determine the date, time, place, witnesses present, and other circumstances concerning the reason for the notice. The ten (10) day written warning notice requirement shall not apply if the Landlord is seeking to recover possession based on the Tenant causing or creating an imminent risk of physical harm to persons or property.

- (2) Additional Notice to Tenant. The Landlord shall give written notice to the Tenant at least thirty (30) or sixty (60) days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

- (A) The Landlord shall provide a description of the basis for the termination. In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section and that the Landlord seeks to recover possession of the Rental Unit with good faith, honest intent, and with no ulterior motive for the reason stated in the termination notice.

- (b) Requirements Upon Termination of Tenancy for No Fault Just Cause. If a Landlord issues a termination notice for no fault just cause, the Landlord shall do the following:

- (1) Notice to Tenant. The Landlord shall give written notice to the Tenant at least thirty (30) or sixty (60) days prior to the proposed date of termination as required by California Civil Code section 1946.1, as may be amended, in no less than 12-point font. The written notice shall contain the following:

- (A) The Landlord shall provide a description of the basis for the termination. In any notice purporting to terminate a tenancy the Landlord shall state the cause for the termination, and in any action brought to recover possession of a Rental Unit, the Landlord shall allege and prove compliance with this section and that the Landlord seeks to recover possession of the Rental Unit with good faith, honest intent, and with no ulterior motive for the reason stated in the termination notice.
- (B) The notice shall state the Tenant's right to relocation assistance by a direct payment to the Tenant.
- (C) The notice shall state the Tenant's right to receive an offer to renew the tenancy and thirty (30) days to accept the offer in the event the residential Rental Unit is offered again for rent or lease for residential purposes within five (5) years of the date the Tenant was evicted under Section 17-02.53(b) and that to exercise such right, the Tenant:
  - (i) Shall notify the Landlord in within thirty (30) days of the termination notice of the Tenant's desire to receive an offer to renew the tenancy;
  - (ii) Provide the Landlord a mailing address or email address for the Landlord to send the offer; and
  - (iii) Provide the Landlord a change of mailing address or email address.

Rent shall be the Rent lawfully paid by the Tenant at the time the Landlord gave notice to vacate plus any lawful adjustment under the Rent Stabilization Ordinance. The terms of the Rental Housing Agreement shall be the same terms in effect as of the date of the notice to vacate. All notices of termination of tenancy served under this section shall state the lawful Rent in effect at the time of termination of tenancy.

- (2) Filing Termination Notices with the City. The Landlord shall file with the City Attorney a copy of any notice of terminating tenancy upon a Tenant and any accompanying materials, including all warning notices, within three (3) days of service of the notice on the Tenant. Each notice shall be indexed by property address and by the name of the Landlord.
- (c) Relocation Assistance for Termination for No Fault Just Cause.
- (1) A Landlord seeking to recover possession under section 17-02.53(b) shall, regardless of the Tenant's income or length of tenancy provide relocation assistance

to the Tenant in an amount equal to three months of actual Rent under the Tenant's Rental Housing Agreement in effect at the date of the notice.

- (2) The relocation assistance required by this section shall not relieve the Landlord's obligation to, and shall be in addition to, the return of any deposit or security amounts owed to the Tenant.
- (d) Additional Requirement Upon Termination of a Tenancy for No Fault Just Cause. If a residential rental property is offered for rent or lease for residential purposes within five (5) years of the date the Tenant was evicted under section 17-02.53(b), a Landlord shall first offer to lease the residential real property in writing to the Tenant displaced from the Rental Unit by the no fault just cause termination if the Tenant:
  - (1) Advised the Landlord in writing within thirty (30) days of the termination notice of the Tenant's desire to receive an offer to renew the tenancy; and
  - (2) Provide the Landlord a mailing address or email address for the Landlord to send the offer, including any change of mailing address or email address.
- (e) In addition to other remedies applicable to Landlord's failure to comply with this Article, a Landlord's failure to strictly comply with this section shall render void any notice of termination required by this section.

Sec. 17-02.55. Notice to Tenant of Residential Tenant Protections.

- (a) A Landlord of residential rental property subject to this Article shall provide written notice in no less than 12-point font to the Tenant, and in a manner that complies with California Civil Code section 1632, as may be amended, that states as follows:

Salinas law limits the amount your Rent can be increased. See Article IIA of Chapter 17 of the Salinas Municipal Code section for more information. Salinas law also provides that a Landlord shall provide a statement of cause in any notice to terminate a tenancy. In addition, Tenants evicted on a no fault basis have the right to return at the same rent, and the right to relocation payments. See Salinas Municipal Code section 17-02.54(b) for more information.
- (b) For a tenancy in a residential rental property subject to this Article existing on or before the effective date of this ordinance, the notice required by subsection (a) of this section shall be provided to the Tenant directly or as an addendum to the Rental Housing Agreement within thirty (30) days of the effective date of this ordinance.
- (c) For a tenancy in a residential rental property subject to this Article commencing or renewed after the effective date of this ordinance, the notice required by subsection (a) of this section shall be included in the Rental Housing Agreement, or as a written notice provided to the Tenant at the time the Rental Housing Agreement is entered into.

(d) Landlords must provide to each Tenant a current notice of Tenant and Tenant household rights under this Article in accordance with the requirements of this section:

- (1) Within thirty (30) calendar days of this Article taking effect;
  - (2) When entering into a Rental Housing Agreement;
  - (3) When renewing a Rental Housing Agreement;
  - (4) When providing notice of a Rent increase;
  - (5) When a Landlord lists the Property for sale; and
  - (6) Within thirty (30) days of acquiring title to the Rental Unit or Property.
- (e) Notices provided under this section shall be in English and in Spanish. If the Rental Housing Agreement governing a Rental Unit to which this Article applies is in a language other than English or Spanish, the Landlord must provide an accurate translation of the notice of Tenant's rights in the language of the Rental Housing Agreement.
- (f) Failure to comply with the notice requirements in this section shall render any rental increase notice invalid and unenforceable until such non-compliance is cured. Failure to comply with the notice requirements of this section may only be cured by providing notice of Tenants' rights in accordance with this section.

#### Sec. 17-02.56. Buyout Agreements.

It is the purpose and the intent of this section to regulate Buyout Agreements, to increase the fairness of Buyout Negotiations and Buyout Agreements, to ensure that Tenants who enter into Buyout Agreements are aware of their rights, and to prevent Landlords from contracting around the legal rights and remedies available to Tenants under existing law.

- (a) Disclosure Prior to Buyout Negotiations. Prior to initiating Buyout Negotiations, the Landlord shall provide each Tenant in a Residential Unit a written disclosure that shall include the following:
- (1) A statement that the Tenant has a right to refuse to enter into a Buyout Agreement or to engage in Buyout Negotiations;
  - (2) A statement that the Tenant may choose to consult with an attorney before entering into a Buyout Agreement or engaging in Buyout Negotiations;
  - (3) A statement that the Landlord may not retaliate against the Tenant for refusing to enter into or negotiate a Buyout Agreement;



- (4) A statement that offering payments to a Tenant to vacate more than once in a six (6) month period after the Tenant has notified the Landlord in writing that the Tenant refuses to enter into a Buyout Agreement or engage in Buyout Negotiations constitutes harassment under the City's Anti-Harassment Ordinance;
  - (5) A statement that the Tenant is eligible for relocation assistance and the amount of the required relocation assistance in section 17-02.54 of this Article;
  - (6) The names of all people authorized to discuss the buyout offer and enter into a Buyout Agreement on the Landlord's behalf;
  - (7) A statement that the Tenant may find information regarding Tenants' rights and contact information for Tenants' assistance organizations at the City's website, as well as information regarding the City's other relevant online resources;
  - (8) A space for each Tenant to sign and write the date the Landlord provided the Tenant with the disclosure; and
  - (9) A space for the Landlord to sign and write the date on which the Landlord provided the Tenant with the disclosure.
- (b) The Landlord shall provide each Tenant a fully executed copy of the disclosure form within three (3) days of its execution and retain a copy of each signed disclosure form for five (5) years, along with a record of the date the Landlord provided the disclosure to each Tenant.
- (c) Requirements for Buyout Agreements. The Landlord shall comply with the following. A Buyout Agreement that does not strictly comply with all the requirements of this section shall be void.
- (1) The Buyout Agreement shall be in writing.
  - (2) A copy of the executed Buyout Agreement shall be given to each Tenant at the time the Tenant signs the Buyout Agreement.
  - (3) The Buyout Agreement shall include the following statements in bold letters at least 14-point font in close proximity to the space reserved for the signature of the Tenant:
    - (A) You, the Tenant, have a right not to enter into this Buyout Agreement.
    - (B) If you, the Tenant, are entitled to relocation assistance under federal, state, or local law, a Buyout Agreement for less than the amount of the relocation assistance to which you are entitled violated this Article and is void.
    - (C) You, the Tenant, may choose to consult with an attorney before signing this Buyout Agreement.

- (4) If the Tenant primarily negotiates the Buyout Agreement, orally or in writing, in a non-English language, the Landlord shall provide the Tenant with an English and a translated version of the Buyout Agreement at the same time.
- (d) Void Buyout Agreements. Buyout Agreements must be for an amount that is greater than the amount of relocation assistance available to the Tenant under this Article. A Buyout Agreement for less than the amount of relocation assistance owed to the Tenant violates this Article and is void.
- (e) No Waiver. The provisions of this section may not be waived in a Buyout Agreement. Any term of a Buyout Agreement, lease, contract, or other Rental Housing Agreement which purports to waive or to limit a Tenant's rights under this section is contrary to public policy, unenforceable, and void.

Sec. 17-02.57. Ellis Act Provisions. Withdrawal of a Residential Rental Structure from the Rental Market.

California Government Code Sections 7060, et seq. (the "Ellis Act") permits the City, among other things, to require Landlords to provide all Tenants with 120 days' notice, or one year if the Tenants lived in the accommodations for at least one year and are more than 62 years of age or disabled, when Rental Units subject to the Rent Stabilization Ordinance are to be withdrawn from the rental market. The Ellis Act also permits the City to impose other restrictions, conditions and requirements upon the Property. It is the purpose of this section to implement provisions of the Ellis Act and shall be interpreted so as to provide the City with the broadest range of authority permitted under these provisions and to intrude the least into the City's authority in all other applications of its power. The City Attorney may develop forms and regulations to assist in the implementation of these provisions.

Pursuant to California Government Code section 7060, the Ellis Act and this Section shall not apply to a Residential Hotel as defined in accordance with California Health and Safety Code section 50519.

- (a) This Section 17-02.57 shall only apply to and shall only be exercised for the concurrent withdrawal of all Rental Units in all buildings or structures on a parcel of land from the rental market except where there is more than one building on a parcel and all buildings contain four or more rental units, in which case the Landlord may withdraw all of the units in one or more of the buildings.
- (b) Not less than 120 days from the date the Landlord intends to withdraw the Rental Units in a building or structure from the rental market, and after completion of all required proceedings, if any, the Landlord shall:
- (1) By first class mail, postage prepaid, or by personal delivery, provide written notice under penalty of perjury to the city of such intent, which notice shall contain the following information: Address and legal description of the subject Property, number of Rental Units being removed, the names of all Tenants residing in the units being removed, and the current Rent applicable to each such unit. If a unit is not occupied at

the time notice is given, for purposes of the City's recordkeeping needs, the notice shall state the last Rent paid for such unit. Said notice shall be accompanied by a fee in an amount to be determined by resolution of the City Council, to reimburse the City for the direct and actual costs of tenant counseling and relocation assistance associated with an eviction under this Section 17-02.57.

- (2) Record with the Monterey County Registrar-Recorder a written notice prepared by and containing such information as is prescribed by the city summarizing the Landlord's notice of intent and certifying that evictions have commenced or will commence in accordance with applicable law.
- (3) Provide written notice of termination of tenancy to all affected Tenants, which notice shall contain the following information:
  - (i) That the Landlord is evicting the Tenant pursuant to this Section 17-02.57 and will provide the City with the written notice required in subparagraph (b)(1) above;
  - (ii) A summary of the specific information to be provided to the City in that notice regarding the Tenant's unit;
  - (iii) That within thirty (30) days of receipt of notice to terminate, the Tenant may notify the Landlord in writing that the Tenant would be interested in re-renting the unit if any of the units are re-offered for rent at a future time and advising the Tenant to notify the Landlord of future address changes. A Tenant shall also provide the City with a copy of the written notice. Failure to submit a copy of the written notice to the City does not affect the Tenant's right of first refusal if the Landlord was properly notified;
  - (iv) A description of the Tenant's rights as set forth in subparagraphs (c) and (d) below. The notice shall be accompanied by a relocation fee in accordance with subsection (b)(1) above; and
  - (v) A description of the Tenant's rights under subparagraph (b)(4).
- (4) If the Tenant is at least sixty-two years old or disabled, and has lived in the Rental Unit at least one year before the Landlord gave the City notice of intent to withdraw the unit from the rental market, the Tenant may extend the time before he or she must vacate. The extension shall be to one year from the date when the Landlord gave the City proper notice of intent to withdraw. In order to obtain the extension, the Tenant must give the Landlord written notice that he or she is at least sixty-two years old or disabled, and must do so no more than sixty (60) days after the Landlord gave the City notice of intent to withdraw. Then, the following provisions shall apply:
  - (i) The tenancy shall be continued on the same terms and conditions as existed on the date of delivery to the city of the notice of intent to withdraw, subject

to any adjustments otherwise available under this Article;

- (ii) No party shall be relieved of the duty to perform any obligation under the lease or Rental Housing Agreement;
  - (iii) The Landlord may elect to extend the date of withdrawal on any other accommodation within the same building up to one year after the date of delivery to the City of the notice of intent to withdraw, subject to paragraphs (i) and (ii);
  - (iv) Within thirty (30) days of the notification by the Tenant to the Landlord of his or her entitlement to an extension, the Landlord shall give written notice to the City of the claim that the Tenant is entitled to stay in their Rental Unit for one year after the date of delivery to the City of the notice of intent to withdraw;
  - (v) Within ninety (90) days of the date of delivery to the City of the notice of intent to withdraw, the Landlord shall give written notice to the City and the affected Tenant(s) of the Landlord's election to extend the date of withdrawal and the new date of withdrawal under paragraph (iii).
- (c) A Landlord seeking to recover possession under this section shall, regardless of the Tenant's income or length of tenancy provide relocation assistance to the Tenant in an amount equal to three months of actual Rent under the Tenant's Rental Housing Agreement in effect at the date of the notice.
- (d) In the event that any of the withdrawn Rental Unit are re-offered for rent by the Landlord within two years from the effective date of withdrawal, the Landlord shall:
- (1) Provide written notice of such action to the City not less than thirty (30) days prior to re-renting the Rental Units;
  - (2) Offer the Rental Units at the same terms and conditions as of the date of withdrawal plus any general across-the-board adjustment that would have applied had the Rental Units not been withdrawn;
  - (3) Provide those Tenants who provided a notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) above the right to first refusal to re-rent the Rental Unit by certified or registered mail, postage prepaid, to the last address provided by the Tenant, in which case the Tenant shall have no less than thirty (30) days within which to accept the offer, by personal service or certified or registered mail;
  - (4) Be liable in a civil action if commenced within three years of displacement to any Tenant evicted due to withdrawal of a Rental Unit pursuant to this Section 17-02.57 for actual damages which were the proximate result of the displacement, in accordance with the principles enunciated in Sections 7262 and 7264 of the California Government Code, and exemplary damages; and
  - (5) Be liable in a civil action, if commenced within three years of displacement, to the City

for exemplary damages for each of the withdrawn units.

- (e) In the event any of the withdrawn Rental Units are re-offered for rent by the Landlord within five (5) years after any notice of intent to withdraw the accommodation is filed with the City or within five (5) years after the Rental Units are withdrawn, whichever is later, the Landlord shall:
  - (1) Provide not less than thirty (30) days' prior written notice of such action to the City prior to re-renting the Rental Units;
  - (2) Offer the Rental Units at the same terms and conditions as of the date the notice of intent to withdraw is filed with the City, plus any general adjustments that would have applied under this Article had the Rental Units not been withdrawn;
- (f) If any of the withdrawn Rental Units are re-offered for rent less than ten (10) years from the effective date of removal, the Landlord shall provide those tenants who provided notice of interest in re-renting pursuant to subparagraph (b)(3)(iii) the right of first refusal to re-rent the Rental Unit, by certified or registered mail, postage prepaid, to the last address provided by the Tenant, in which case the Tenant shall have no less than thirty (30) days within which to accept the offer by personal service or certified or registered mail. Failure of the Landlord to provide the Tenant with this right of first refusal shall render the Landlord liable in a civil action to the tenant in punitive damages in an amount not to exceed six (6) months' rent.
  - (1) The Landlord shall provide not less than thirty (30) days' prior written notice of such action to the City prior to re-renting the Rental Units.
- (g) This Section 17-02.57 shall in no respect relieve a Landlord from complying with the requirements of any applicable state law or of any Rental Housing Agreement.
- (h) The remedies provided for in this Section 17-02.57 shall not be exclusive and shall not preclude a Tenant from pursuing any alternative remedy available under the law. Failure by any Landlord to comply with the requirements of this Section 17-02.57 shall constitute a defense in any unlawful detainer action brought to evict a tenant under this Section 17-02.57.
- (i) For the purpose of this Section 17-02.57, the term "landlord" shall be interpreted to include any and all successors-in-interest of any landlord.
- (j) The notice to the City provided for in this section shall be accompanied by a processing fee in an amount determined by resolution of the City Council.

#### Sec. 17-02.58. Remedies.

- (a) Affirmative Defense. A Landlord's failure to comply with the requirements of this article shall be an affirmative defense to an unlawful detainer action by a Landlord. A Tenant who prevails in a case for wrongful eviction due to the Landlord's non-compliance with this article shall recover costs and reasonable attorney's fees.
- (b) Whenever a Landlord or anyone assisting a Landlord wrongfully endeavors to recover possession or recovers possession of a Rental Unit in violation of this Article, The Tenant or the City may institute a civil proceeding for injunctive relief, money damages or not less than three times actual damages (including damages for mental or emotional



distress), and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award shall only be trebled if the trier of fact finds that the Landlord acted in knowing violation of or in reckless disregard of this article. The prevailing party shall recover reasonable attorney's fees and costs pursuant to order of the court.

- (c) The remedies available in this section shall be in addition to any other existing remedies which may be available to the Tenant.
- (d) City Authorization to Enforce this Article. The City shall have the right and authority, but not the duty, to enforce the requirements of this article by bringing actions for injunctive relief on behalf of the city or tenants or tenant households to which this article applies, and by seeking compliance by landlords with the requirements of this article through administrative remedies or by citation. The city in its sole discretion may choose to enforce the provisions of this article through administrative fines or other remedies provided in the Salinas Municipal Code. The city's decision to pursue or not pursue enforcement of any kind shall not affect the rights of tenants or tenant households to whom this article applies to pursue civil remedies for violations of this article.
- (e) Other private rights of action. Nothing in this article shall be deemed to limit the right of a landlord to file an action against a tenant or non-tenant third party for damage to the landlord's property, or to otherwise seek recovery from tenants or third parties as permitted by a lawful rental agreement or applicable provisions of law.
- (f) It shall be unlawful for a Landlord to refuse to rent or lease or otherwise deny to or withhold from any person any Rental Unit because the age of a prospective Tenant would result in the Tenant acquiring rights under this Article.
- (g) It shall be unlawful for a Landlord or any other person who willfully assists the Landlord to endeavor to recover possession or to evict a Tenant except as provided in this article.
- (h) No cause of action against the city. To the maximum extent permitted by law, nothing in this article shall be construed to create a cause of action against the City, or a basis for seeking an award of attorney's fees against the City pursuant to the private attorney general's statute in Code of Civil Procedure section 1021.5, or on any other basis arising from or related to an alleged violation of the requirements of this article, and/or based on or related to the City's prosecution or enforcement or alleged failure to prosecute or enforce any such alleged violation, and/or based on or related to the City's implementation or alleged failure to implement the requirements of this article.

#### Sec. 17-02.59. Administrative Regulations and Forms.

The City Manager and the City Attorney are authorized to promulgate guidelines and regulations to implement this article, including publication of form notices and other documents. Any and all forms, notices, and other documents necessary or helpful in the administration of this article may be adopted by the City Manager and the City Attorney.

#### Sec. 17-02.60. Retaliation Prohibited.

- (a) No landlord may threaten to bring, or bring, an action to recover possession, cause the tenant to quit the unit involuntarily, serve any notice to quit or notice of termination of tenancy, decrease any housing services or increase the rent where the landlord's intent is retaliation against the tenant for the tenant's assertion or exercise of any right under this title.
- (b) Any action of retaliation described in subsection (a) shall be a defense to an action to recover possession, or it may serve as the basis for an affirmative action by the tenant or actual and punitive damages and injunctive relief.
- (c) A tenant may assert retaliation affirmatively or as a defense to the landlord's action regardless of the period of time which has elapsed between the tenant's assertion or exercise of rights under this chapter and the alleged act of retaliation.

Sec. 17-02.61. Affirmative Defense.

Failure to comply with any requirement of this article may be asserted as an affirmative defense in an action brought by a Landlord to recover possession of the Rental Unit.

Sec. 17-02.62. Non-waiverability.

Any provision, whether oral or written, in or pertaining to a Rental Housing Agreement whereby any provision of this article for or of the benefit of the Tenant is waived, shall be deemed to be against public policy and shall be void.

Sec. 17-02.63. Operative Date.

The operative date of the ordinance codified in this Article shall be January 1, 2025.

**SECTION 3.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this Ordinance.

**SECTION 4.** Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 5.** CEQA Compliance. The City Council's adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines section 15061(b)(3).) Additionally, the City Council's adoption of this ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

**SECTION 6.** Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance, and each and

every section, subsection, clause, and phase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This Ordinance will take effect thirty (30) days from and after its adoption.

This ordinance was introduced on the 10<sup>th</sup> day of September 2024, and passed and adopted this 24<sup>th</sup> day of September 2024, by the following vote:

**AYES:** Councilmembers Barrera, Gonzalez, Osornio, Rocha and Sandoval

**NOES:** None

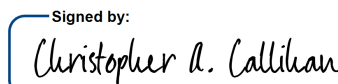
**ABSENT:** Councilmember Valenzuela and Mayor Craig

**ABSTAIN:** None

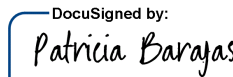
**APPROVED:**

Signed by:  
  
1C44B6E46A77499...  
Jose Andrew Sandoval, Mayor Pro Tempore

**APPROVED AS TO FORM:**

Signed by:  
  
DF600E62871044E...  
Christopher A. Callihan, City Attorney

**ATTEST:**

DocuSigned by:  
  
5BE31EC636A6432...  
Patricia M. Barajas, City Clerk

**ORDINANCE NO. 2681 (N.C.S.)**

**AN ORDINANCE ADDING ARTICLE IIA TO CHAPTER 17 OF THE SALINAS MUNICIPAL CODE RELATED TO RENT STABILIZATION**

*City Attorney Impartial Analysis*

*This Ordinance adds Article IIA to Chapter 17 of the Salinas Municipal Code to provide limits on rent increases for applicable rental units. The Ordinance provides landlords a right to petition for rent increases above the set limit upon a showing of just cause and to petition for the pass-through of the costs of completed capital improvement costs. The Ordinance provides tenants a right to petition for rent reductions under certain circumstances. The Ordinance also allows the City to establish a fee to implement the program. The Ordinance would become operative on January 1, 2025.*

**WHEREAS**, beginning in October 2023, the City Council began to explore the concepts of rent stabilization and tenant protections. At its meeting on October 24, 2023, the City Council received a report on the Salinas rental housing market and state laws that impact rent control and tenant protection. Following receipt of the report, the City Council directed City staff to develop specific recommendations on rent stabilization and tenant protection strategies, including a rent stabilization and a tenant protection ordinance. The City Council directed that the Housing and Land Use Committee would be the forum through which the City would engage with the community on these ordinances as work progressed and until such time as specific recommendations would come forward to the City Council for consideration; and

**WHEREAS**, the City Council's Housing and Land Use Committee first met on March 26, 2024, and received a report on a preliminary draft ordinance which consisted of three components: a rent stabilization ordinance, a tenant protection and just cause eviction ordinance, and a tenant anti-harassment ordinance ("Ordinances"); and

**WHEREAS**, following the March 26, 2024, Housing and Land Use Committee meeting, the City continued to engage with the community through listening sessions, community meetings, Technical Advisory Committee. (TAC) meetings, Housing and Land Use Committee meetings, and public hearings before the City Council. Throughout this community engagement process, the City heard testimony from property owners, landlords, property managers, housing developers, tenants, tenant advocacy groups, and others regarding the Salinas rental market and the scope of rent increases and resident displacement, both as a result of rent increases and aspects of evictions in State law. The City also heard testimony about the specific provisions of the preliminary and subsequent drafts of the Ordinances; and

**WHEREAS**, the housing shortage and rising costs of living in Monterey County, and Salinas in particular, has detrimentally impacted a substantial number of residents in Salinas; and

**WHEREAS**, the majority of households in Salinas are family households (79.3%) and Salinas has a larger proportion of lower income households compared to the rest of Monterey County; and

**WHEREAS**, the affordability crisis disproportionately affects people of color because these communities are over-represented in the renter population. Salinas residents are predominantly Latinx: As of 2020, 79% of Salinas' residents were of Latino or Hispanic origin. Latinx residents in Salinas make up larger shares of the renter population than in the city overall; and

**WHEREAS**, renter-occupied households in Salinas have lower incomes per capita than households who own their homes; consequently, rent stabilization and tenant protection ordinances will tend to benefit households with lower than median incomes. The average renter-occupied household in the City has a median annual income of \$64,509; and

**WHEREAS**, as of November 2022, the average rent for rental units in Salinas was \$2,564 per month; and

**WHEREAS**, average rents for multifamily rental units in Salinas have continually increased at a higher rate compared with the increase in the median income for renter-occupied households, with the exception of 2018 and 2022. Rents in multifamily buildings built before 1995 in Salinas have increased 117% between 2000 and 2024, with an average vacancy of only 3.3%; and

**WHEREAS**, rents in Salinas have increased an average of 5% each year since 2012, with a spike in rent between 2020 and 2021, with an almost 13% increase, and then resuming regular increase over the past two years. A little more than half of the City's renter-occupied households remain rent-burdened, paying 30% or more of their household income on housing. Rent-burdened households have less money to spend on other essentials like food, transportation, healthcare, and childcare; and

**WHEREAS**, the cost burden rate in the City is sufficiently high to create anxiety about rent increases as the increasing housing rent burden and poverty faced by many residents in the City threatens the health, safety, and welfare of its residents by forcing them to choose between paying rent and providing food, clothing, and medical care for themselves and their families; and

**WHEREAS**, housing instability threatens the public peace, health, safety, and welfare as eviction from one's home can lead to prolonged homelessness; increased residential mobility; loss of community; strain on household finances due to the necessity of paying rental application fees and security deposits; stress and anxiety experienced by those displaced increased commute times and traffic impacts if displaced workers cannot find affordable housing within the city in which they work; and interruption of the education of children in the home; and

**WHEREAS**, eviction creates particular hardships for individuals and households of limited means, given the shortage of affordable housing within Salinas and the region, generally; and

**WHEREAS**, the housing rent burden and poverty faced by many residents in Salinas threatens the health, safety, and welfare of its residents, particularly when resulting in eviction and



displacement. Evictions play an impactful role in the lives of low income renter households and can also contribute to poverty through disruptive effects such as job loss, adverse health effects, and negative consequences for children; and

**WHEREAS**, the City Council finds and determines that regulating the relations between residential landlords and tenants will increase certainty and fairness within the residential rental market in the City and thereby serve the public peace, health, safety, and welfare; and

**WHEREAS**, the Tenant Protection Act of 2019 is a statewide law that requires a landlord to have “just cause” in order to terminate a tenancy, and provides for a series of “at fault” and “no fault” reasons that a tenant may be evicted, and in the event of a “no fault” eviction, provides for relocation assistance equal to one month of rent; and

**WHEREAS**, the recent spike in the inflation rate has resulted in permissible rent increases of up to 10% under the Tenant Protection Act, which caused some residents to become fearful of needing to relocate for financial reasons; and

**WHEREAS**, tenants and housing advocates have provided testimony that some landlords have been constructively evicting tenants by engaging in harassing conduct in order to coerce vacancies, and thereby charge higher market rate rents; and

**WHEREAS**, this fear of displacement has been determined to be a threat to the City’s health and well-being; and

**WHEREAS**, Salinas residential tenants may be unwilling or unable to assert their legal rights due to such factors as imbalance in bargaining power and concerns of retaliation. The City Council finds that these imbalances in the rental housing market and in the bargaining power of landlords and tenants reduces stability, security, and habitability, which are detrimental to health, safety, and general welfare of Salinas residents; and

**WHEREAS**, the City Council finds that reasonable regulation of aspects of the residential landlord-tenant relationship is necessary to foster constructive communication, maintain an adequate supply of rental housing units, and protect the health, safety, and general welfare of the public and that there is a lack of adequate protections and remedies in the absence of City regulations; and

**WHEREAS**, a purpose of the City’s rent stabilization and tenant protection policies is to preserve the public peace, health, safety, and welfare of the City by deterring harassing behavior by landlords against residential tenants, encouraging residential landlord to follow the law and uphold their responsibility to provide habitable rental properties, and establishing more effective remedies for tenants who experience harassing behavior; and

**WHEREAS**, a further purpose of the City’s rent stabilization and tenant protection policies is to help maintain peaceful relations in the community and minimize breaches of the peace caused by self-help evictions; to protect vulnerable populations of the Salinas community; and

**WHEREAS**, it is in the interest of the City, property owners, residents, and the community as a whole that the City adopt rent stabilization, tenant protection and just cause eviction, and tenant anti-harassment protections to mitigate the incentive for a landlord to evict a tenant for the purpose of increasing a rental unit's rent to market rate; and

**WHEREAS**, pursuant to the City's police power, as granted broadly under Article XI, section 7 of the California Constitution, the City Council has the authority to enact and enforce ordinances and regulations for the public's peace, health, safety, and welfare of the City and its residents; and

**WHEREAS**, for the preservation of the public peace, health, safety, and welfare, the City Council finds that it is necessary to adopt ordinances adopting rent stabilization, eviction protections, and tenant anti-harassment protections that strengthen what already exists in state and federal law for the reasons set forth above, which are hereby incorporated by reference.

**NOW, THEREFORE, BE IT ORAINED BY THE CITY COUNCIL OF SALINAS as follows:**

**SECTION 1.** The above recitals are true and correct and are incorporated herein by this reference.

**SECTION 2. Article IIA is hereby added to Chapter 17 of the Salinas Municipal Code to read as follows:**

Article IIA. Rent Stabilization.

Sec. 17-02.01. Rent Stabilization.

This article shall be known as the "Rent Stabilization Ordinance."

Sec. 17-02.02. Application.

This Rent Stabilization Ordinance shall be interpreted and administered in a manner consistent with the Costa-Hawkins Rental Housing Act codified in California Civil Code section 1954.50 *et seq.* ("Costa Hawkins"). If any conflict exists between the provisions of Costa Hawkins and this article, Costa Hawkins shall prevail.

- (a) Applicability of this Article. The provisions of this Rent Stabilization Ordinance apply to all Rental Units in the city of Salinas, except as otherwise exempted in this section.
- (b) Exemptions from this Article. The following Rental Units are exempt from Rent Stabilization:

- (1) Rental Units exempt from rent stabilization pursuant to the Costa Hawkins Rental Housing Act (California Civil Code section 1954.50 *et seq.*
- (2) Rental Units which a government unit, agency, or authority owns, operates, manages, or in which governmentally subsidized Tenants reside only if applicable

- federal or state law or administrative regulation specifically exempts such units from municipal rent stabilization.
- (3) Rental Units which are deed restricted as affordable housing by a regulatory agreement or similar recorded document.
  - (4) Rental Units in any hospital, covenant, monastery, extended medical care facility, non-profit home for the aged, or dormitory as defined in California Building Code section that is solely owned and operated by an accredited institution of higher education.
  - (5) A unit in a hotel, motel, inn, or room and boarding house which is rented primarily to transient guests for a period of twenty-eight (28) consecutive calendar days or less, counting portions of calendar days as full days and other transient occupancies as defined in California Civil Code section 1940(b).
  - (6) A unit in an institutional facility, including a hospital, medical care facility, residential care facility, asylum, group home for seniors or the disabled, or transitional housing program that assists homeless persons as defined in California Civil Code section 1954.12.
  - (7) Rental Units in any building which is included on the National Register of Historic Places, the State Historic Landmark Register, the California Register of Historic Resources, or which has been voluntarily nominated as an historic resource by the property owner and which designation has been considered by the Salinas Historic Resources Board and approved by the Salinas City Council.

#### Sec. 17-02.03. Definitions.

- (a) For the purpose of this Article, the following words or phrases shall have the following meanings:

“Annual Allowable Rental Adjustment.” Annual Allowable Rental Adjustment refers to the limit on the Maximum Allowable Rent increase which a Landlord may charge on any covered Rental Unit each year without an order from a hearing officer.

“Capital Improvement.” An improvement or repair to a Rental Unit or property that materially adds to the value of the Property, appreciably prolongs the Property’s useful life or adapts the Property to a new use, becomes a part of the real property or is permanently affixed to the real property such that its removal would result in material damage to the real property or to the improvement itself, has a useful life of more than one (1) year and that is required to be amortized and depreciated over the useful life of the improvement under the provisions of the Internal Revenue Code and related regulations, and may also include work necessary to comply with applicable local, state, or federal building, health, and safety codes.

“Capital Improvement Plan.” A detailed proposal submitted to the City Attorney or designee by a Landlord in order to proceed with one or more Capital Improvements, and/or receive a Pass Through.

“Controlled Rental Unit.” A Rental Unit located within the city of Salinas not specifically exempted by an applicable exemption to this Article.

“Housing Services.” All amenities and services related to the use or occupancy of a Rental Unit and common areas that are provided by the Landlord. Housing Services includes without limitation hot and cold water, heat, light, utilities that are paid by the Landlord, painting, elevator service, window shades and screens, refuse removal, janitorial service, maintenance, repairs, replacement, recreational areas (including pools or gyms) kitchen, bath, laundry facilities, furnishings, storage space, parking (including one or more automobiles), employee services, security services, insurance, the payment of property taxes, and any other benefits or privileges permitted to the Tenant by agreement, whether express or implied, including the right to have a specific number of occupants and the right to one-for-one replacement of roommates, regardless of any prohibition against subletting and/or assignment. Housing Services also includes those basic Housing Services required by California Civil Code section 1941.1. Housing Services includes a proportionate part of services provided to common facilities of the building and Property in which the Rental Unit is contained.

“Landlord.” An owner, lessor, sublessor, or any other person entitled to receive Rent for the use and occupancy of any Rental Unit, or any agent, representative, or successor of any of the foregoing.

“Maximum Allowable Rent.” The maximum allowable rent which may be charged on any Rental Unit covered by this Article.

“Property.” All Rental Units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.

“Pass Through.” Any monetary amount a Landlord is authorized to pass through to, and recover from, one or more Tenants in the form of a surcharge or in addition to Rent, as authorized by an approved Capital Improvement Plan or any other lawful authorization.

“Rent.” All periodic payments and all nonmonetary consideration including, but not limited to, the fair market value of goods, labor performed or services rendered to or for the benefit of the Landlord under a Rental Housing Agreement, as defined in this section, concerning the use or occupancy of a Rental Unit and premises, including all payment and consideration demanded or paid for parking, utilities, pets, furniture, subletting, and security deposits for damages and cleaning.

“Rental Housing Agreement.” An agreement, oral, written, or implied, between a Landlord and Tenant, for use or occupancy of a Rental Unit and for Housing Services.

“Rental Housing Fee.” The fee described in Section 17-02.13.

“Rental Unit.” Any building, structure, or part thereof, or land appurtenant thereto, or any other rental Property rented or offered for Rent for residential purposes, together with all Housing Services connected with the use and occupancy of such Property such as common areas and recreational facilities held out for use by the Tenant.

“Tenant.” A tenant, subtenant, lessee, sublessee, or any other person entitled under the term of a Rental Housing Agreement to the use and the occupancy of any Rental Unit.

“Utility Charges.” Any charges for gas, electricity, water, cable, or internet.

- (b) Terms defined in other sections of this Rent Stabilization Ordinance shall have such meaning when used in this Rent Stabilization Ordinance, whether singular or plural.

#### Sec. 17-02.04. Limit on Rental Rate Increases.

- (a) Increases in Rent on residential real property in the city may not exceed the lesser of 2.75% or 75% of the most-recent 12-month increase in the Consumer Price Index for All Urban Consumers (CPI-U) Series Title: All items in West urban, all urban consumers, not seasonally adjusted published by the Bureau of Labor Statistics. Only one rent increase in any 12-month period is permitted. A reduction in Housing Services is an increase in Rent.
- (b) Subsection (a) of this section shall apply to all Rent increases occurring on or after December 31, 2023. A Landlord has no duty to refund otherwise lawful rent received prior to the effective date of this Rent Stabilization Ordinance in excess of the amount authorized by this section.
- (c) The 12-month period referenced in subsection (a) of this section shall begin on the date of the last Rent increase regardless of whether the last Rent increase occurred prior to the effective date of the Rent Stabilization Ordinance.

#### Sec. 17-02.05. Reasonable Rate of Return.

This Rent Stabilization Ordinance allows for an annual adjustment of residential real property Rent as specified in subsection (a) of section 17-02.04 of this article. Such an increase is found and determined to provide a just and reasonable return on a Landlord's Property, and has been adopted to encourage good management, reward efficiency, and discourage the flight of capital, as well as to be commensurate with returns on comparable investments, but not so high as to defeat the purpose of curtailing excessive Rent and rental increases. Notwithstanding the foregoing, and Landlord who contends that the limit on Rent increases set forth in Section 17-02.04 will prevent the Landlord from receiving a fair and reasonable return on the Property may petition for relief from the limit set forth in section 17-02.04 pursuant to the procedures set forth in section 17-02.07. In making annual adjustments of the Annual Allowable Rental Adjustment, Hearing Officers shall consider the purpose of this Article and the requirements of law.

#### Sec. 17-02.06. Tenant Petition for Rent Reduction.

- (a) Unlawful Rent. A Tenant of a Controlled Rental Unit may petition for a reduction of Rent (“Rent Reduction Petition”) if the Tenant believes that the Landlord has demanded, accepted, or retained from the Tenant any Rent in excess of the Rent permitted by this Rent Stabilization Ordinance. The Landlord shall be informed of the Tenant's complaint and shall have the opportunity to respond to the Tenant's claim of Rent overcharge.



- (b) Reduction in Housing Services or Failure to Maintain Habitable Premises. A Tenant may petition for a reduction of Rent (“Rent Reduction Petition”) to request a refund of, or decrease in, Rent proportional to the Landlord’s reduction in Housing Services or failure to maintain then Controlled Rental Unit as a habitable premise in accordance with applicable State rental housing laws, State and local health and safety laws, or the Rental Housing Agreement.
- (c) Such Rent Reduction Petition shall be on an application form prescribed by the City Attorney or designee, shall be submitted to the City Attorney, and shall be decided by a Hearing Officer designated by the City Attorney.
- (d) The Tenant shall provide a copy of any Rent Reduction Petition submitted to the City Attorney to the applicable Landlord and shall provide the City Attorney with proof of completing such service to the applicable Landlord. The Landlord shall have thirty (30) days from the date of receiving the Rent Reduction Petition to reply or to provide additional materials in response to the Rent Reduction Petition. Such reply or additional materials shall be submitted to the City Attorney.
- (e) The Tenant shall bear the burden of establishing that a Rent reduction is necessary to comply with the Rent Stabilization Ordinance by providing information including the type of dwelling, dates of tenancy, dates of Rent increases, amount of Rent increases, dates of charges, and amounts of charges.
- (f) The factors the Hearing Officer may consider in deciding a Rent Reduction Petition shall be matters related to the Landlord’s failure to comply with the Rent Stabilization Ordinance, reductions in Housing Services, and habitability violations. For example, the amount of Rent that the Landlord has actually demanded, accepted, or retained from the Tenant exceeds the amount of the Rent that the Landlord could lawfully charge. The Hearing Officer may also consider decreases in living space, furnishings, equipment, or services; substantial deterioration of the Controlled Rental Unit other than as a result of ordinary wear and tear; or failure on the part of the Landlord to provide adequate Housing Services or to comply with applicable housing, health, and safety codes.
- (g) A Rent Reduction Petition shall be decided by the Hearing Officer within sixty (60) days of the date that the Rent Reduction Petition has been deemed complete by the City Attorney, including submission of proof of service of the Rent Reduction Petition on the applicable Landlord, unless an extension of time has been agreed upon by the parties. The decision shall be sent by mail and shall be emailed with proof of mailing to the applicable Tenant, the designated representative of the Tenant, the subject Landlord, and the Landlord’s designated representative for the Rent Reduction Petition, if any. Any person aggrieved by the decision of the Hearing Officer may appeal to the City Council. On appeal, the City Council shall affirm, reverse, or modify the decision of the Hearing Officer. The decision of the Hearing Officer shall be the final decision of the City in the event of no appeal to the City Council.

- (h) Decisions decreasing Rent shall remain in effect until the Hearing Officer finds that the Landlord has corrected the defect warranting the decrease. The City Attorney shall establish procedures for making prompt compliance determinations. Upon a determination of compliance, the Landlord shall be entitled to reinstatement of the prior Rent level, retroactive to the date that the Landlord corrected the defect which warranted the decrease. This shall be in compliance with California Code of Civil Procedure section 1942.4. If the Landlord is found to be in violation of California Code of Civil Procedure section 1942.4, then no Rent shall be charged for the period during which the Landlord was in violation.

Sec. 17-02.07. Landlord Petition for Rent Increase.

- (a) A Landlord may petition for a Rent increase for a Controlled Rental Unit in excess of that provided in Sec. 17-03.04 in order to obtain a fair and reasonable return on the Landlord's Property ("Fair Return Petition"). It is the intent of this Article that individual upward adjustments in the Maximum Allowable Rent on Controlled Rental Units be made only when the Landlord demonstrates that such adjustments are necessary to provide the Landlord with a fair return on investment.

- (1) Nothing in this section shall be interpreted to authorize a Rent increase for a Controlled Rental Unit in excess of the amount authorized pursuant to California Civil Code section 1947.12.
- (2) Such Fair Return Petition shall be on an application form prescribed by the City Attorney and shall include a declaration by the Landlord that the Rental Unit meets all requirements of this Article. Fair Return Petitions shall be decided by a Hearing Officer designated by the City Attorney.
- (3) The Landlord shall provide a copy of any Fair Return Petition submitted to the City to the applicable Tenant(s) and shall provide the City with proof of completing such service to the applicable Tenant(s). The Tenant(s) shall have thirty (30) days from the date of receiving the Fair Return Petition to reply or provide additional materials to the City Attorney in response to the Fair Return Petition.
- (4) The Landlord shall be responsible for all costs associated with the City's review of the Fair Return Petition.
- (5) Upon receipt of a Fair Return Petition, the Hearing Officer shall determine the anticipated costs of review and if the employment of expert(s) will be necessary or appropriate for a proper analysis of the Landlord's request. If the Hearing Officer so determines, the Hearing Officer shall also determine the anticipated costs of employing such expert(s). The resulting estimated cost shall be communicated to the Landlord and the Fair Return Petition shall not be processed until the Landlord has paid to the City the estimated cost of the completed analysis. The City will provide the Landlord with an invoice of all costs incurrent after the review of the Fair Return Petition. Any unused portion of the advance payment for analysis shall be refunded to the Landlord. If additional funds are required, payment will be

required before the Landlord receives the determination on the Fair Return Petition from the City.

(b) The factors the Hearing Officer may consider in deciding a Fair Return Petition include, but are not limited to, the following:

(1) Changes in the Consumer Price Index for All Urban Consumers (CPI-U) Series Title: All items in West urban, all urban consumers, not seasonally adjusted published by the Bureau of Labor Statistics arising after commencement of the tenancy.

(2) The pattern of recent Rent increases or decreases.

(3) Changes in property tax or other taxes related to the Controlled Rental Unit arising after commencement of the tenancy.

(4) Unavoidable changes in operating and maintenance expenses arising after commencement of the tenancy.

(5) Substantial deterioration of the Controlled Rental Unit other than as a result of ordinary wear and tear.

(6) Increases or decrease in the number of Tenants occupying the Controlled Rental Unit, living space, furniture, furnishings, equipment, or other Housing Service provided, or occupancy rules.

(7) Failure on the part of the Landlord to provide adequate Housing Services, or to comply with applicable state rental housing laws, local housing health and safety codes, or the Rental Housing Agreement.

(8) Relevant evidence demonstrating that a Landlord, as of the effective date of this Rent Stabilization Ordinance, does not receive a just and reasonable return under the provisions of this Article.

(c) The Landlord may not charge for utilities unless the utility is separately or individually metered.

(d) A Fair Return Petition shall be decided by the Hearing Officer within ninety (90) calendar days of the date that the Fair Return Petition has been deemed complete by the City Attorney, including submission of proof of service of the Fair Return Petition on the applicable Tenant(s), unless the Landlord has failed to pay all applicable costs associated with the City Attorney, and designees', review of the Fair Return Petition or an extension of this time has been agreed upon by the Landlord and the Tenant(s). The decision shall be sent by mail and shall be emailed with proof of mailing to the subject Landlord, the Landlord's designated representative for the Fair Return Petition, the applicable Tenant(s), and the designated representative of the Tenant(s), of any. Any person aggrieved by the decision of the Hearing Officer may appeal to the City Council. On appeal, the City Council

shall affirm, reverse, or modify the decision of the Hearing Officer. The decision of the Hearing Officer shall be the final decision of the City in the event of no appeal to the City Council.

Sec. 17-02.08. Petition for Pass Through for Specified Capital Improvements.

- (a) Landlord Petition. In addition to the petition process set forth above in section 17-02.07, a Landlord may file on an application form prescribed by the City Attorney for a Capital Improvement Plan, with or without a request for a Pass-Through of certain Capital Improvement costs to Tenants of Rental Units not exempt from rent control by state law, subject to the provisions and limitations set forth in this section, but shall include the actual cost of completed Capital Improvements to the Rental Unit (as distinguished from ordinary repair, replacement, and maintenance or costs attributable to bringing a Rental Unit into compliance with applicable health and safety laws) where such Capital Improvement costs are properly amortized over the life of the improvement. A Landlord may not file a petition pursuant to this subsection until the work on such Capital Improvements has been completed. The City Council may adopt reasonable regulations to govern Capital Improvement standards and applications under this section.
- (b) Tenant Financial Hardship. A Tenant may file a hardship application at any time on grounds of financial hardship with respect to any Rent increase based on a Pass-Through to the Tenant of actual costs of capital improvements permitted pursuant to subsection (a) of this section. Payment of such rent increase(s) set forth in the hardship application shall be stayed from the date of filing until a decision is made on the Tenant's hardship application. The City Council may adopt reasonable regulations to establish the standards for establishing financial hardship and applications under this section.

Sec. 17-02.09. Rent Increase Ineffective; No Waiver.

- (a) A Rent increase shall be ineffective if the Landlord:
  - (1) Fails to comply with all provisions of this Rent Stabilization Ordinance, as may be amended from time-to-time, and with any other applicable policies, regulations, or resolutions concerning Rent including, without limitation, the service of the Tenant with a legally required notice of a Rent increase under this Rent Stabilization Ordinance or state law, the registration of all Rental Units within the city, and the payment of all Rent program fees set forth in the City's Fee Schedule; or
  - (2) Fails to maintain the residential real property in compliance with California Civil Code section 1941.1 and California Health and Safety Code sections 17920.3 and 17920.10; or
  - (3) Fails to make repairs ordered by the City or any court of competent jurisdiction.

- (b) Any waiver or purported waiver by a Tenant of rights granted under this Article prior to the time when such rights may be exercised, whether oral or written, in or pertaining to a Rental Housing Agreement, shall be void as contrary to public policy.
- (c) If a Tenant reasonably believes a Landlord has increased the Tenant's Rent in violation of this section, the Tenant may submit to the City Attorney a petition to determine compliance for consideration by a Hearing Officer designated by the City Attorney. The Landlord shall have the opportunity to respond to the petition to determine compliance and to participate in the administrative proceeding. The City Attorney shall promulgate regulations to effectuate this section, in addition to those authorized by the Salinas Municipal Code.

Sec. 17-02.10. Notice Requirements.

- (a) On or before the date of commencement of a tenancy, the Landlord of any residential real property subject to this Rent Stabilization Ordinance shall deliver to the Tenant written notice of the following in a form prescribed by the City Attorney:
  - (1) The tenancy is regulated by this Rent Stabilization Ordinance;
  - (2) The Tenant has a right to submit a complaint to the City pursuant to section 17-02.13 or a Rent Reduction Petition pursuant to section 7-02.06 for Rent demanded, accepted, or retained in violation of this Rent Stabilization Ordinance, a reduction in Housing Services, or failure to maintain habitable premises;
  - (3) The Landlord has a right to respond to any Rent reduction petition filed by the Tenant with the City pursuant to section 17-02.06; and
  - (4) The Tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to section 17-02.07.
- (b) At the same time and with any notice to increase Rent, the Landlord must deliver written notice of the following:
  - (1) The tenancy is regulated by this Rent Stabilization Ordinance;
  - (2) The Tenant has a right to submit a complaint to the City pursuant to the procedures established pursuant to section 17-02.12 or a Rent Reduction Petition pursuant to section 17-02.06 for Rent demanded, accepted, or retained in violation of this Rent Stabilization Ordinance, a reduction in Housing Services, or failure to maintain habitable premises;
  - (3) The Tenant has a right to respond to any Fair Return Petition filed by the Landlord with the City pursuant to sec. 17-02.07; and
  - (4) No rent increase is effective unless and until the requirements of this Rent Stabilization Ordinance have been met.
- (c) When a Landlord and Tenant have entered into a written Rental Housing Agreement, the Landlord must give notices to the Tenant in the language primarily used in the Rental



Housing Agreement. When a Landlord and Tenant have not entered into a written Rental Housing Agreement, the Landlord must give notices to the Tenant in the language that a Landlord and Tenant used primarily when negotiating the terms of the Tenancy.

(d) Notices provided by a Landlord under this Article shall be in English and Spanish.

#### Sec. 17-02.11. Judicial Review.

A Landlord or Tenant aggrieved by any action or decision of the City or of the City Council may seek judicial review by appealing to the appropriate court with jurisdiction over the matter.

#### Sec. 17-02.12. Violations and Remedies.

- (a) It shall be unlawful for any person to violate or fail to comply with any provision of this Rent Stabilization Ordinance, or any rule, regulation, or order promulgated, including demanding, accepting, or retaining Rent in excess of the Maximum Allowable Rent in violation of this Rent Stabilization Ordinance or a determination by a Hearing Officer of City Council, and including the provisions ensuring compliance with habitability standards and registration fee requirements.
- (b) Any person who violates or aids or incites another person to violate the provisions of this Rent Stabilization Ordinance shall be liable in a civil action for each and every such offense for actual damages suffered by an aggrieved party (including damages for mental or emotional distress); or for statutory damages in the sum of three times the amount by which the payment demanded, accepted, or retained exceeds the Maximum Allowable Rent, or for statutory damages in the sum of \$1,000, whichever is greater; and whatever other relief the court deems appropriate. In the case of an award of damages for mental or emotional distress, said award may be trebled if the trier of fact finds that the person acted in knowing violation of or in reckless disregard of this Rent Stabilization Ordinance. The trier of fact may also award punitive damages to any plaintiff, including the City, in a proper case as defined by California Civil Code section 3294. No administrative remedy need be exhausted prior to filing suit pursuant to this subsection.
- (c) Any person who is convicted of violating this Rent Stabilization Ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine of not greater than \$1,000 or by imprisonment in the county jail for not more than six (6) months, or by both such fine and imprisonment.
- (d) Any person, including the City, may enforce the provisions of this Rent Stabilization Ordinance by means of a civil action. The burden of proof in such cases shall be by preponderance of the evidence. The prevailing party in any civil action brought pursuant to this section shall be entitled to recover reasonable attorney's fees and costs. A violation of this Rent Stabilization Ordinance may be asserted as an affirmative defense in an unlawful detainer action.

- (e) Any person who commits an act, proposes to commit an act, or engages in any pattern and practice that violates this Rent Stabilization Ordinance may be enjoined therefrom by any court of competent jurisdiction. An action for injunction under this subsection may be brought by any aggrieved person, by the City Attorney, or by any person or entity who will fairly and adequately represent the interest of the protected class.
- (f) This Rent Stabilization Ordinance may be enforced as provided in the Salinas Municipal Code in addition to other remedies provided herein, which shall be in addition to any other existing remedies which may be available.

#### Sec. 17-02.13. Rent Program Fee.

For the sole purpose of reimbursing the City for the costs of administering this Rent Stabilization Ordinance, there is hereby imposed on each Controlled Rental Unit subject to the provisions of this Rent Stabilization Ordinance, a regulatory fee (“Rent Program Fee”) to cover the costs to provide and administer the programs created by this article or in such amount as the City Council may establish by resolution from time-to-time. Landlords subject to this Rent Stabilization Ordinance shall register all Rental Units subject to this article consistent with the City’s Residential Rental Registration Program (Article I of Chapter 17 of the Salinas Municipal Code) with the City and pay the Rent Program Fee at such time and in such manner as established by City Council resolution. A Landlord may not recover any portion of the Rent Program Fee, or any associated late penalties, from Tenants.

#### Sec. 17-02.14. Implementation.

The City Manager and the City Attorney shall take or cause to be taken such actions necessary to implement this Rent Stabilization Ordinance and effectuate the intent of the City Council in adopting this Rent Stabilization Ordinance, including the preparation of informational materials and forms and promulgation of administrative regulations. The City Manager shall designate a City department to provide information and receive Tenant complaints pertaining to violation of this Rent Stabilization Ordinance. The City Manager and the City Attorney shall publicize this Article so that all residents of Salinas will have the opportunity to become informed about their legal rights and duties under this Article. The City Attorney shall prepare informational materials which fully describe the legal rights and duties of Landlords and Tenants under this Rent Stabilization Ordinance. The informational materials will be available to the public and each Tenant of a Rental Unit shall receive a copy of the informational materials from their Landlord. Landlords shall provide the informational materials at the commencement of the tenancy and with each written notice of Rent increase. The informational materials will be made available on the City of Salinas website.

#### Sec. 17-02.14. Operative Date.

The operative date of the ordinance codified in this Article shall be January 1, 2025.

**SECTION 3.** All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

**SECTION 4. Publication.** The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

**SECTION 5. CEQA Compliance.** The City Council's adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council's adoption of this ordinance is exempt because it does not meet the definition of a "project" under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

**SECTION 6. Severability.** If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

**SECTION 7. Effective Date.** This ordinance will take effect thirty (30) days from and after its adoption.

This ordinance was introduced on the 10<sup>th</sup> day of September 2024, and passed and adopted this 24<sup>th</sup> day of September 2024, by the following vote:

**AYES:** Councilmembers Barrera, Gonzalez, Osornio, Rocha and Sandoval

**NOES:** None

**ABSENT:** Councilmember Valenzuela and Mayor Craig

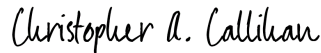
**ABSTAIN:** None

**APPROVED:**

Signed by:  


1C44B6E46A77490...  
Jose Andrew Sandoval, Mayor Pro Tempore

**APPROVED AS TO FORM:**

Signed by:  
  
DF000E02871844E...  
Christopher A. Callihan, City Attorney

**ATTEST:**

DocuSigned by:  
  
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Patricia M. Barajas, City Clerk

**ORDINANCE NO. 2663 (N.C.S.)**

**AN ORDINANCE OF THE CITY OF SALINAS ADDING ARTICLE I TO CHAPTER 17 OF THE SALINAS MUNICIPAL CODE TO REQUIRE REGISTRATION OF ALL RESIDENTIAL RENTAL PROPERTIES WITHIN THE CITY OF SALINAS**

***City Attorney Impartial Analysis***

*This Ordinance incorporates a requirement into the Salinas Municipal Code that all residential rental properties be registered with the City of Salinas and provide certain information including information identifying the owner and information describing the rental unit.. This Ordinance applies to all residential rental properties including single-family and multi-family, as well as non-owner-occupied Accessory Dwelling Units (ADUs). Vacant, on-market, units will also require registration in anticipation of imminent occupancy. Subsidized residential rental units/affordable deed restricted units, owner-occupied ADUs, and mobile home spaces are exempt. An annual registration fee would be required to fund the program.*

**WHEREAS**, pursuant to Article XI, Section 7 of the California Constitution, the City of Salinas ("City") has broad authority to maintain the public peace, health and safety of its community and preserve the quality of life for its residents and may make and enforce all regulations and ordinances using its police powers to do so; and

**WHEREAS**, the City, with direction from the City Council, has developed goals, objectives, policies, and action programs that directly address the City's housing needs; and

**WHEREAS**, according to the Monterey County Analysis of Impediments of Fair Housing Choice, published in 2019, 54.9 percent of Salinas residents are renters and an essential part of our community; and

**WHEREAS**, on December 4, 2018, the National Resource Network presented the Salinas Ten-Year Plan to the City Council, providing a series of recommendations designed to allow the City to maintain long-term fiscal solvency, maintain its key services, and address the housing affordability crisis; and

**WHEREAS**, one recommendation contained in the Salinas Ten-Year Plan is to establish a feasibility study for a residential rental registry and inspection program; and

**WHEREAS**, the City adopted the FY 2020 – FY 2024 Consolidated Plan ("CP") for housing in August 2020, and indicated in the CP that engaging in "Fair Housing and tenant/landlord activities" was of high priority to the City; and

**WHEREAS**, the City does not currently track residential rents, and there is no current source for obtaining that information specific to the City, making it difficult to ascertain the effect of rents and housing conditions on the potential displacement of residents; and



**WHEREAS**, the City Council directed City Staff to conduct a study session on November 27, 2018, to gather the perspective and information necessary to address housing conditions and housing affordability in the City; and

**WHEREAS**, on January 26, 2019, the City Council directed staff to prepare an ordinance for City Council consideration that would require owners of residential rental properties to provide the City with basic annual information regarding Residential Rental Units, including optional information; and

**WHEREAS**, the City through a series of 22 meetings has made diligent efforts to engage, collaborate and solicit input from community stakeholders regarding the Residential Rental Registry Program; and

**WHEREAS**, on January 18, 2022, staff presented a proposed rental registration model, and Council directed staff to draft an ordinance based on the proposed model; and

**WHEREAS**, City staff will continue to collaborate with a variety of stakeholders, including landlords and tenants, to identify potential program services and opportunities to collect data; and

**WHEREAS**, the City Council finds and determines that the Residential Rental Registry Ordinance codified in Article I of Chapter 17 of the Salinas Municipal Code is adopted pursuant to the City's police power authority to protect the public health, safety and welfare.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SALINAS AS FOLLOWS:**

**SECTION 1. Incorporation of Recitals.** The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

**SECTION 2. Amendment of Chapter 17 of the Municipal Code.** Chapter 17 of the Salinas Municipal Code is hereby amended to add Article I, "Residential Rental Registry" to read as follows:

## **CHAPTER 17 – HOUSING**

### **ARTICLE I – Residential Rental Registration**

#### **Section 17-01.01 – Findings and Purpose**

##### **a) Findings.**

The City Council finds and declares as follows:

1. The City has a substantial government interest in regulating the relationship between Landlords and Tenants in order to increase, certainty, stability and fairness within the rental market.

2. The City finds that this Ordinance requires only the registration of Residential Rental Units and the collection of fees associated with the registry.
3. The Ordinance codified in this Article is being adopted pursuant to the City's police power authority to protect the public health, safety and welfare.

b) Purpose.

The purpose of this Article is to adopt regulations for Landlords to register their residential rental units and provide related information to the City on an annual basis. The registration process will allow the City to collect, monitor and analyze the characteristics of the residential rental units and actual rents in Salinas. Collected data will be presented in an annual report to the City Council. The registration fees collected pursuant to this Article will be used to provide services, including referrals to mediation and legal services, education opportunities, and landlord/tenant resources, to Landlords and Tenants in the City. This Article supports the City's housing goals and protects public health, safety, and welfare for the residents of Salinas. This Article and its implementation are intended to protect the privacy of individual Tenants and the proprietary information of Landlords, the public release of which could result in a competitive disadvantage.

#### **Section 17-01.02 – Definitions**

- a) **Business License** means the license required of Landlords pursuant to Salinas Municipal Code Chapter 19 – Licenses.
- b) **City** means the City of Salinas.
- c) **Department** shall mean the Community Development Department of the City of Salinas.
- d) **Effective Date** of this Article shall be May 4, 2023.
- e) **Community Development Director** means the director of the Community Development Department of the City of Salinas or their designee. A designated representative may include City staff and/or a Party or organization contracted by the City to provide the necessary services to implement the procedures contained in this Chapter.
- f) **Landlord** means an owner, lessor, or sublessors who receives or is entitled to receive Rent for the use and occupancy of any Residential Rental Unit or portion thereof, and includes any legal entity or other individuals, employees, agents, contractors, and subcontractors that comprise or represent the Landlord.
- g) **Rent** means a fixed period for compensation paid by a Tenant at fixed intervals to a Landlord for the possession and use of a Residential Rental Unit as defined by the rental agreement between the Landlord and the Tenant. Rent excludes pass-through costs and

ancillary costs paid separately to the Landlord for parking, storage, utilities, water, garbage, or any other fee or charge associated with the Residential Rental Unit.

- h) **Residential Rental Registry Fees** means the fee required to be paid by a Landlord pursuant to Section 17-01.04.
- i) **Residential Rental Registry Information** means the information required to be submitted to the City by the Landlord pursuant to this Article.
- j) **Residential Rental Unit** means a habitable structure offered for Rent and used as a place of permanent or customary and usual abode of a Tenant. Residential Rental Units include a single-family residence, an accessory dwelling unit, a building, a group of buildings or a portion of a building used and/or designed as dwellings. A Residential Rental Unit shall not include:
  1. Unpermitted conversions of garage, sheds or other accessory structures.
  2. Housing accommodations in hotels, motels, group housing, supportive housing, transitional housing, general residential care, and bed and breakfasts as those terms are defined in Division 2 of Article I of Chapter 37 of the Salinas Municipal Code.
- k) **Tenant** means any renter, tenant, subtenant, lessee or sublessee of a Residential Rental Unit, or any group of renters, tenants, subtenants, lessees, or sublessees of a Residential Rental Unit, or any other person entitle to the use of occupancy of such Residential Rental Unit, or any successor of any of the foregoing.

### **Section 17-01.03 – Registration of Residential Rental Units**

- a) Initial Registration. A Landlord must register every Residential Rental Unit that is subject to the provisions of this Article within forty-five (45) calendar days of the Effective Date of this Ordinance. Registration must be completed using forms provided by the City. The forms provided by the City shall include a secure internet website with an interface for submitting the information required by this Article. Registration is complete only when all required information has been provided to the City and all outstanding fees and penalties, if applicable, have been paid. Upon completion of the initial registration of a Residential Rental Unit, the City shall issue a registration statement which shall include the renewal date for the registration of the applicable Units. The City may issue a citation and impose a late penalty should a Landlord fail to register their Residential Rental Units within forty-five (45) calendar days of the Effective Date of this Article.
- b) Renewal. Unless a registration statement provides otherwise, registration of Residential Rental Units shall expire on June 30 of the same year when registration statement was issued. Registration of Residential Rental Units shall be renewed annually between July 1 and July 31, or by the date stated on the registration statement. Registration statements shall expire annually on June 30 or the date on the registration statement. The City may

issue a citation and impose a late penalty should a Landlord fail to register their Residential Rental Units by July 31.

- c) Residential Rental Registry Information. At minimum, the following information below shall be provided as part of initial and renewal registration of a Residential Rental Unit. Failure to provide information required or providing false information shall be a violation of the Salinas Municipal Code, chargeable as a misdemeanor or infraction.
1. The name, mailing address, phone number and email of the Landlord;
  2. The street address and/or Assessor's Parcel Number (APN) of each Residential Rental Unit for rent or lease;
  3. The number of bedrooms and bathrooms in each Rental Unit, including square footage, for rent or lease;
  4. The Business License number, where applicable, to each Residential Rental Unit; and
  5. If applicable, the name, address, phone number and email of Property Manager

Additionally, landlords will be asked to provide the following optional information:

- a) The current amount of the monthly rent charged for each Residential Rental Unit, identifying whether the monthly rent includes specified utilities (water/sewer, refuse/recycle, natural gas, electricity, etc.);
  - b) The occupancy status of each Residential Rental Unit (e.g., vacant or occupied);
  - c) Whether or not the unit's monthly rent is subsidized (e.g. housing voucher or another subsidy).
- d) Termination of Exemption. When a Residential Rental Unit that was exempt from this Article becomes governed by this Article, the Landlord must register the Residential Rental Unit with the City within forty-five (45) calendar days after the City provides notice that the exemption has ended.
- e) Registration Amendment. A Landlord shall notify the City if there is a change to the registration information for any Residential Rental Unit. A Landlord shall contact the City within forty-five (45) calendar days of change in a Residential Rental Unit's ownership or management, or a change in the owner's or manager's contact information.
- f) Administrative Regulations. The Community Development Director may promulgate administrative regulations and operational procedures to implement the provisions of this Article.

g) Collecting and Keeping Confidential Residential Rental Registry Information.

1. The City Council recognizes that the Residential Rental Registry Information, if publicly disclosed, could reveal the rent that a Tenant pays for a Residential Rental Unit or proprietary information of a Landlord could create a competitive disadvantage for every Landlord required to comply with this Article.

The City Council also recognizes that the Public Records Act (Government Code §§ 6250, et seq.) generally requires that the City make available to the public information in its possession that relates to the conduct of the public's business. The Public Records Act contains a number of exceptions intended to protect the privacy of individuals and the proprietary information of businesses that is in the City's possession only because of a legal requirement to provide it to the City in connection with a regulatory program. Subject to Section 17-01.03(g)(4).

City Council declares that the Residential Rental Registry Information shall be received in confidence, and that the public interest in nondisclosure of the Residential Rental Registry Information clearly outweighs the public interest in disclosure. Notwithstanding the foregoing, this Section 17-01.03(g) identifies limited Residential Rental Registry Information that shall be made available to the public.

2. The City Council anticipates that Residential Rental Registry Information will be kept in a secure database. The database containing Residential Rental Registry Information shall be created and maintained such that it can generate reports containing only the following, individually or in combination:
  - a) the number of Residential Rental Units per building expressed as a range of the number of Residential Rental Units per building;
  - b) the number and type of rooms in a Residential Rental Unit, with the Rental Units grouped by number of bedrooms and not listed individually;
  - c) the size of Residential Rental Units, expressed in square feet;
  - d) the Rent for Residential Rental Units, classified only by size of Residential Rental Units in square feet and number and type of rooms;
  - e) average Rent for Residential Rental Units by size of Residential Rental Units in square feet or number of rooms for any period of time covered by the Residential Rental Registry Information; or
  - f) the average length of occupancy or vacancy of Rental Units, classified only by size of Rental Units in square feet or number and type of rooms.



The Residential Rental Registry Information listed in this paragraph shall be the only Residential Rental Registry Information released in response to a request made under the Public Records Act. The City will not disclose Residential Rental Registry Information for Residential Rental Units in a manner that identifies the building in which they are located or the Rent for any individual Rental Unit. Residential Rental Registry Information shall not include identifying information regarding an individual Tenant or Landlord.

3. The Community Development Director may generate additional reports from the Residential Rental Registry Information database for the purposes of this Article. Such reports shall be released to the public only if kept in the normal course of City business and only after redacting any Residential Rental Registry Information that would improperly intrude into personal privacy of Tenants or reveal Landlord proprietary information that could result in a competitive disadvantage.
4. The Community Development Director, in consultation with the City Attorney, may authorize the release of other Residential Rental Registry Information that would be otherwise confidential if they determine that the release is legally required or the public interest in disclosure would clearly outweigh the public interest in nondisclosure.

#### **Section 17-01.04 – Rental Registry Fees**

- a) Rental Registry Fees. Each Landlord shall pay the required Residential Rental Registry Fee as set forth in Resolution No. 22622. The fees established in Resolution No. 22622 shall be integrated into the City's Schedule of Fees and Charges for City Services by resolution, as required by Chapter 11B of the Salinas Municipal Code.

The Residential Rental Registry Fee shall be imposed annually for each rental property owned by the Landlord. The Residential Rental Registry Fees required by this section are in addition to and not in lieu of any general business license tax that might be required by Chapter 19 of the Salinas Municipal Code. The fees shall be used to defray the reasonable costs associated with the implementation and administration of this Article, including costs of maintenance of a residential rental registry database, enforcement of the registration required by this Article, outreach, education, and other related services as deemed appropriate by the Community Development Director pursuant to Section 17-01.05 of this Article.

- b) Late Fees; Penalties. A Landlord's failure to pay the annual Residential Rental Registration Fees required by this section shall result in the City taking the following actions:

1. Issue a delinquency notice to the landlord that provides up to forty-five (45) calendar days to pay the amount due.

2. If not paid within forty-five (45) calendar days following the issuance of the delinquency notice, the City shall assess a penalty of ten (10) percent of the Residential Rental Registry Fee, due and payable with the compliance fee on the first day of the month following the due date provided in the delinquency notice.
3. For every forty-five (45) calendar days thereafter that the Residential Rental Registry Fees remain unpaid, the City shall assess a penalty of ten (10) percent of the Rental Registry Fee. If the Rental Registry Fees remain unpaid within one-hundred eighty (180) calendar days following the issuance of the delinquency notice, the Landlord shall be subject to a citation described in Division 1 (Administrative Citations) of Article 5 of Chapter 1 of the Salinas Municipal Code.

The City may collect any past due Residential Rental Registry Fees and late payment penalties by use of all available legal means, including, but not limited to, means available for the collection of judgments, liens, and actions for recovery of money. The City also may recover its collection costs.

- c) Residential Rental Registry Fees Pass-Through. A Landlord may not recover any portion of the Residential Rental Registry late fees, or any associated late penalties, from Tenant(s).
- d) Exemptions. This section shall not apply to the following Residential Rental Units:
  1. *Subsidized Residential Rental Units.* One hundred percent of Residential Rental Units in the housing developments are restricted by deed, regulatory restriction contained in an agreement with a government agency, or other recorded document as affordable to persons and families or very low, low, or moderate income, as defined in Section 50093 of the Health and Safety Code, or subject to an agreement that provides housing subsidies for affordable housing for persons and families of very low, low, or moderate income as defined in Section 50093 of the Health and Safety Code or comparable federal statutes.
  2. *Accessory Dwelling Units.* Legal accessory dwelling units, junior accessory dwelling units, and secondary dwelling units, if the primary dwelling is owner-occupied. If the primary dwelling is presently or has previously been held out for rental, then both units are subject to this Section 17-01.04.
  3. *Mobile Home Spaces.* A lot or space of land in a Mobile Home Park where a Mobile Home is or may be located. Mobile Home and Mobile Home Park shall have the same meaning as the definitions of "mobile home" defined in Section 798.3 of the Civil Code and "mobile home park" defined in Section 798.4 of the Civil Code, respectively, as those sections may be amended from time to time, or their successor code sections.

### **Section 17-01.05 – Provision of Services**

- a) In addition to being used for the administration and enforcement of the residential rental registration requirement, the Residential Rental Registry Fees provided for in Section 17-01.04 of this Article shall be used by the Community Development Director for the provision of services to Landlords and Tenants in the City. These services may include, without limitation, the following:
  - 1. Website content to landlord/tenant services and resources;
  - 2. Referrals to landlord/tenant resources which may include dispute resolution services through website content and a dedicated phone line and email;
  - 3. Education and outreach to landlords and tenants, such as handouts, mailings and webinars, about rights and obligations; and
  - 4. Any other services for Landlords and Tenants as deemed appropriate by the Community Development Director.
- b) Notwithstanding paragraph (a), nothing in this Section 17-01.05 is intended to authorize the Community Development Director to establish a rental housing inspection program or to provide rental housing inspection services without the prior approval of the Council.

### **Section 17-01.06 – Miscellaneous**

- a) Annual Review. The Community Development Director shall annually prepare a report to the Council assessing the effectiveness of the program established under this Article and may recommend changes.
- b) Business License. All Landlords shall possess a Business License, as required by Salinas Municipal Code Chapter 19 for any Residential Rental Unit subject to the provisions of this Article. Submission of Residential Rental Registry Information shall be a prerequisite to a complete application for a Business License required by Section 19-9 of Chapter 19 of the Salinas Municipal Code.

### **Section 17-01.07 – Enforcement**

- a) Any person violating any provision or failing to comply with any of the requirements of this Article shall be deemed guilty of a misdemeanor or an infraction and may be subject to the penalties prescribed in Section 1-01.08 of the Salinas Municipal Code.
- b) In addition to an Administrative Remedy or penalties available to the City, in law or equity, the City may enforce the terms of this Article through the administrative citation procedures provided in Division 1 (Administrative Citations) of Article 5 of Chapter 1 of the Salinas Municipal Code.

- c) The City Attorney may bring a civil action to seek redress for any violation(s) under this Article on behalf of the City. In any such relief, the City shall recover all civil penalties prescribed in Division 1 (Administrative Citations) of Article 5 of Chapter 1 of the Salinas Municipal Code, and any other relief the court deems proper.

**SECTION 3. Compliance with the California Environmental Quality Act.** Approval of this ordinance is exempt from environmental review under the general rule in California Environmental Quality Act ("CEQA") Guidelines Section 15061(b)(3). The activity is covered by the general rule which exempts activities that can be seen with certainty to have no possibility for causing a significant effect on the environment.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

**SECTION 5. Publication.** Prior to the expiration of fifteen (15) calendar days from the passage thereof, the ordinance or a summary thereof shall be posted or published as may be required by law, and thereafter the same shall be in full force and effect.

**SECTION 6. Effective Date.** This Ordinance shall take effect and be enforced thirty (30) calendar days after the date of its adoption.

**PASSED AND ADOPTED** on April 4, 2023, by the following vote:


**AYES:** Councilmembers: Osornio, Gonzalez, Barrera, Sandoval, Rocha, McShane and Mayor Craig

**NOES:** None

**ABSENT:** None

**ABSTAIN:** None

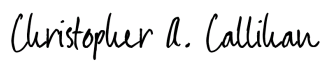
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Kimbley Craig, Mayor

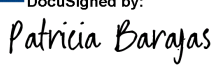
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Christopher A. Callihan, City Attorney

**ATTEST:**

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Patricia M. Barajas, City Clerk