

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, October 8, 2019

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Joe Gunter

Councilmembers:

Scott Davis, District 1 - Tony Barrera, District 2

Steve McShane, District 3 - Gloria De La Rosa, District 4

Christie Cromeenes, District 5 - John "Tony" Villegas, District 6

Ray E. Corpuz, Jr., City Manager

Christopher A. Callihan, City Attorney

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

PLEDGE OF ALLEGIANCE**ROLL CALL****PROCLAMATIONS / COMMENDATIONS**

Salinas Police Department - Special Commendation
Richard Giffin - Commission Service Commendation
National Breast Cancer Awareness Month, October 2019
National Fire Prevention Week, October 6 – 12, 2019
Code Enforcement Officer Week, October 7 – 11, 2019

PUBLIC COMMENT TIME RESTRICTIONS

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 from the audience on items that are not on the agenda and that are in the City of Salinas' subject matter jurisdiction. Comments on Consent, Consideration, and Closed session items should be held until the items are reached. The public may request that the legislative body consider adding an item for consideration on a future agenda. The public may comment on scheduled agenda items, including closed session items, as they are considered. In order to be respectful of all speakers' views and to avoid disruption of the meeting, the audience shall refrain from applauding or jeering speakers who have been recognized by the Mayor.

CLOSED SESSION

*Receive public communications from the audience on Closed session items.
The City Council will recess to closed session pursuant to:*

[ID#19-476](#)

- a. **Existing Litigation** - Government Code Section 54956.9(a), conference with legal counsel regarding, *Juan Cruz-Gonzalez v. City of Salinas*, Workers Compensation Appeal Board Case No.: Unknown
- b. **Existing Litigation** - Government Code Section 54956.9(a), conference with legal counsel regarding, *Yolanda Rocha v. City of Salinas*, Workers Compensation Appeal Board Case No.: ADJ10589728.
- c. **Labor Negotiations** - Government Code section §54957.6, with its designated labor representatives Ray Corpuz, City Manager; Christopher A. Callihan, City Attorney; Jim Pia, Assistant City Manager; Katherine Hogan, Assistant City Attorney; Matt Pressey, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Senior Human Resource Analyst; Donna Williamson, Liebert Cassidy Whitmore; and Che Johnson, Liebert Cassidy Whitmore, regarding labor relations with Service Employees International Union (SEIU), SEIU Supervisors, Salinas Municipal Employees Association/SEIU,

Association of Management Personnel, Police Officers Association, Police Management Association, International Association of Firefighters, Fire Supervisors Association, Confidential Management Employees, Confidential Non-Management Employees and Department Directors.

ADMINISTRATIVE REPORT

ID#19-535 Strategic Plan Update

Recommendation: No action is required. This report presents information to the City Council regarding the Strategic Plan Update.

CONSENT AGENDA

All matters listed under Consent Agenda may be enacted by one motion unless a member of the Council or the public requests discussion or a separate vote.

ID#19-508 Minutes

Recommendation: Approve minutes of September 10, 2019.

ID#19-517 Financial Claims

Recommendation: Approve financial claims report.

ID#19-465 Right of Way Agreement for the Bardin Road Project (CIP 9218)

Recommendation: Approve a Resolution authorizing the Mayor to execute a Right of Way Agreement with Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini and The Bengard Family Partnership for acquisition of 3,186.60 square feet of property.

ID#19-499 Direct Purchase of Personal Protective Respirators for Salinas Police Personnel

Recommendation: Approve a Resolution authorizing the direct purchase of personal protective respiratory masks for Police Department personnel from Curtis Blue Line Co. in the amount of \$120,081.04.

ID#19-510 Monte Bella District's Landscape Maintenance Services

Recommendation: Approve a Resolution approving a contract change order to the Monte Bella District's Landscape Maintenance Services contract with Smith & Enright Landscape Company.

ID#19-512 Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL-5045(032)

Recommendation: Approve a Resolution awarding contract to Monterey Peninsula Engineering for the Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL-5045(032) in the amount of \$7,324,483.99; and approve associated transfer request for \$1,870,000 to consolidate funding for the Downtown Complete Streets project (CIP 9090).

ID#19-514 "No Parking" Red Zones at the Intersection of Archer Street and West Street

Recommendation: Approve a Resolution establishing 55 feet of "No Parking" red zones at the intersection of Archer Street and West Street to provide sufficient corner sight distance.

ID#19-520 Resolution Supporting Active Transportation Community Events and Projects

Recommendation: Approve a Resolution prioritizing and supporting Active Transportation Community Events and Projects.

ID#19-530 Modification to the Classification - Salary Schedule

Recommendation: Approve a Resolution to amend the Classification and Salary Schedule to include the part-time temporary classification of Information Technologies Technician I and to reflect the correct hourly rates for the part-time temporary classification of Community Outreach Assistant.

ID#19-533 Ecology Action Agreement for the Pedestrian and Bicycle Safety Program Grant

Recommendation: Approve a Resolution authorizing the Mayor to execute an agreement with Ecology Action to provide service for the Pedestrian and Bicycle Safety Program Grant.

ID#19-534 Subdivision Improvement Agreement and Final Map for Monte Bella Subdivision Phase 6

Recommendation: Approve a Resolution authorizing the Mayor to sign the subdivision improvement agreement on behalf of the City, approving the final map for the Monte Bella Subdivision Phase 6 and accepting the easements offered for dedication.

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

Elizabeth Soto, Deputy City Clerk**AGENDA MATERIAL / ADDENDUM**

Any addendums will be posted within 72 hours of regular meetings or 24 hours of special meetings, unless otherwise allowed under the Brown Act. City Council reports 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. 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. 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 Thursday, October 3, 2019 at the City Clerk's Office, in the

Council Rotunda, and the City's website.

Meetings are streamed live at <https://salinas.legistar.com/Calendar.aspx> and televised live on Channel 25 at 4 p.m. on the date of the regularly scheduled meeting and will be broadcast throughout the day on the Wednesday, Friday, Saturday and Monday following the meeting. For the most up-to-the-minute Broadcast Schedule for The Salinas Channel on Comcast 25, please visit or subscribe to our Google Calendar located at <http://tinyurl.com/salinas25>. Recent City Council meetings may also be viewed on the Salinas Channel on YouTube at <http://www.youtube.com/thesalinaschannel>.



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Strategic Plan Update

No action is required. This report presents information to the City Council regarding the Strategic Plan Update.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **October 8, 2019**

DEPARTMENT: **ADMINISTRATION**

FROM: **Ray E. Corpuz, Jr., City Manager**

BY: **Department Directors; Jim Pia, Assistant City Manager**

TITLE: **STRATEGIC PLAN UPDATE**

RECOMMENDED MOTION:

It is recommended that the City Council receive the attached update on 2019 Strategic Plan progress.

BACKGROUND:

Marie A. Glavin, Managing Director of Renaissance Resources West, facilitated a January 26, 2019 special meeting of the City Council, and provided Council with an update to the strategic plan in March. A document on discussion themes from that morning meeting was also completed and is included for review. The attached strategic plan update document incorporates the latest changes from Department Directors, including upcoming work necessary for The Salinas Plan. The Salinas Plan is a comprehensive review of the City's finances and operations and utilizes a ten-year budget model to identify fiscal challenges facing the City. All Departments continue their important work to complete the strategies and objectives identified in the Strategic Plan, throughout 2019 and, with a few initiatives, including work on the General Plan and the Salinas Plan, to continue. A proposed, new strategic planning session is being scheduled for January 2020.

The brief information below seeks to review the identified Council Goals, and the key strategies. After each of the Council Goals, examples on completed strategies/tasks are taken from the updated strategic plan document.

1. Economic Diversity and Prosperity

Completed tasks

- Completed the Economic Development Element and Coordinate with Major Economic Development Initiatives

- Developed the Alisal Vibrancy Plan and continue to promote economic opportunity
- Haciendas project completion
- West Area (Future Growth) coming to Council in November
- Enhanced Permit Center Operations

2. Safe, Livable Community

Completed tasks

- Completed (and continuous) Code Enforcement improvements in the City
- Ongoing work to Recruit, hire and retain local Public Safety Officers
- The Fire Department graduated 16 new firefighters in 18/19

3. Effective, Sustainable Government

Completed tasks

- Updated the Council on Salinas Plan recommendations in August 2019; work ongoing by all Departments
- Enhanced Community Input and Participation
- Grant Funds provided for neighborhood revitalization projects

4. Well-planned City and excellent infrastructure

Completed tasks

- Police Department Facility designed and set to be completed January 2020
- Improved Fire Department Facilities and Equipment
- Updated Housing Element
- Elvee Drive road connected to Work Street

5. *Quality of Life*

Completed tasks

- El Gabilan Library breaks ground; project completion January 2020
- Parks, Recreation and Library Master Plan adopted July 2019
- Salinas Regional Sports Authority completes Phase I Soccer fields

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).

STRATEGIC PLAN INITIATIVE:

The proposed action meets the Effective Sustainable Government Council goal.

DEPARTMENTAL COORDINATION:

The City Clerk's Office worked with all Departments in identifying their completed tasks or progress updates on the attached strategic plan document.

FISCAL AND SUSTAINABILITY IMPACT:

The action requested has no fiscal impact.

ATTACHMENTS:

Salinas City Council Strategic Plan Update
January 2019 Themes of Discussion

SALINAS CITY COUNCIL STRATEGIC PLAN

Strategies and Objectives 2016-2019

Update October 2019

This Plan includes Goals and Key Strategies through FY 2019.

Two Key Strategies extend beyond 2019

I. Economic Diversity and Opportunities

Key Strategies FY 2016-2019:

Complete the Economic Development Element and Coordinate with Major Economic Development Initiatives

Objectives FY 2017-2019:

1. Develop a campaign to promote local businesses and products (e.g. "Made in Salinas"). Partner with community organizations and local web developers to create a "Buy Local"/"Made in Salinas" website/mobile app where businesses can provide information about their location, goods, and services, and help to promote businesses that do not have sufficient resources to create a standalone website.

In progress. May 2020

2. Establish locations for small business incubation and acceleration that feature low cost, flexible space, with the availability of business support services on-site or through referral.

In progress.

Develop and implement the Alisal Vibrancy Plan (AVP)

Objectives FY 2017-2019/2020:

1. Identify chronically vacant and dilapidated retail locations and provide incentives, as allowable, such as for leasehold improvements, façade renovation, and event phased rent subsidies to help businesses. Establish a façade program in FY 2018-19.

In progress. May 2020

Begin installation of Dark Fiber/Support the Development of the City's Broadband Infrastructure (Previously under Goal IV)

Objectives FY 2016-2019:

1. Complete proposal process and select service provider for installation of Dark Fiber.

In progress. June 2020

Revise and Implement the Alisal Marketplace Plan

Objectives 2017-2019:

1. Evaluate and refine the existing Alisal Marketplace through the Alisal Vibrancy Plan development process.

In progress. Plan Adoption November 2019

2. Promote the development of the Alisal Marketplace (Economic Opportunity Area T) and evaluate creating a culturally themed district, for purposes of creating identity, and extending the district from the Alisal Marketplace into East Alisal as part of Alisal Vibrancy Plan process.

Completed/Continuous

Revitalize Chinatown

Objectives FY 2016-2019:

1. Complete a target market analysis for housing in Chinatown.

In progress. November 2019

2. Finalize the United States Department of Housing and Urban Development (HUD) revitalization designation in Chinatown to allow for flexibility of the use of federal funds.

Completed

3. Initiate an update of the Chinatown Rebound Plan.

Completed October 2017; Chinatown Revitalization Plan Adoption December 2019

4. Clearly define development opportunities, acquire key development sites, and work with potential developers to secure necessary funding.

Continuous

5. Identify and fund key public works improvements to facilitate further redevelopment.

In progress. Part of the Revitalization Plan.

Entitle and Develop the Future Growth Area

Objectives FY 2017-2019:

1. Consider certification of the Environmental Impact Report (EIR) and Process Specific Plan entitlements for the North of Boronda Future Growth Area (FGA), West Area Specific Plan (WASP).

In progress. West Area Specific Plan – November 2019; Central Area Specific Plan – May 2020

2. Work with the developers and other department staff to develop and implement funding mechanisms for critical City infrastructure and services, which is incorporated into a Development Agreement.

In progress.

3. Coordinate with developer to clarify future development fees.
In progress. October 2019
4. Work with the developer to secure land purchase for future Fire Station 7.
In progress. January 2020

Enhance Permit Center Operations

Objectives FY 2017-2019:

1. Establish a Building Board of Appeals.
In progress. March 2020
2. Evaluate permitting track software and develop an action plan for technology upgrades at the Permit Center.
Completed TRAKiT Upgrade September 2019; ongoing technology upgrades

Secondary Strategies (Objectives to be defined prior to FY 2017-2018)

1. Expand tourism.
In progress.
2. Implement the Downtown Vibrancy Plan.
Completed actions; ongoing implementation.
3. Support a safe, secure, well managed, sustainable water supply.
In progress.

II. Safe, Livable Community

Key Strategies FY 2016-2019:

Recruit, Hire and Retain Public Safety Officers Reflective of the Community Served

Objectives FY 2016-2019:

Administration

1. Work with all departments to update job descriptions that identify the duties and responsibilities of the positions that are being recruited.

Completed/Continuous

Update Technology in Public Safety

Objectives FY 2016-2019:

Fire Department

1. Implement three (3) new Fire Station Alerting Systems.

In progress.

2. Place Mobile Data Computers (MDC) in Fire Administration, Fire Prevention and in new Staff vehicles.

In progress.

Police Department

1. Purchase, install and operationalize a new, state of the art Records Management System estimated to go live in May of 2018.

In progress.

2. Purchase mobile, technologically advanced surveillance cameras to monitor and record policing hot spots.

In progress.

Improve Code Enforcement in the City

Objectives FY 2016-2019:

1. Complete a report on the feasibility of implementing a rental registration and inspection program in Salinas.

In progress. December 2019

2. Coordinate with Engineering and Planning Departments to restructure the vendor permitting and enforcement program.

In progress. November 2019

III. Effective, Sustainable Government

Key Strategies FY 2016-2019:

Review, Update, and Support Human Resource Excellence

1. Work with Directors to update and develop fair and consistent policies/regulations that are applied uniformly throughout the City.

Continuous

2. Provide training opportunities for employees to be successful in their positions.

Continuous

3. Work with all Departments to obtain full compliance with completion of Performance Reviews and ensure that these continue to be administered as outlined in the Personnel Manual and are consistent with critical tasks of the classification.

Continuous.

Inventory and Determine Cost Effectiveness of Outside Consultants

Objectives FY 2016-2019

1. Create comprehensive inventory list of all outside consultants including historic and projected cost.

- Establish criteria for measuring benefits received by the City.
- Establish criteria for measuring cost effectiveness of outside consultants.
- Evaluate alternative approaches and feasibility to performing the same work in-house.

Completed/Continuous.

Enhance Community Input and Participation

Objectives FY 2016-2019:

1. Enhance staff and Council leadership/skills development.

Completed/Continuous.

Salinas Plan Implementation

Objectives FY 2019

1. Review the Salinas Plan recommendations through the Finance Committee and report to the Council on a regular basis.

In progress. Update presented August 13, 2019; implementation ongoing.

IV. Well Planned City and Excellent Infrastructure

Key Strategies FY 2016-2019:

Design and Seek Funding for the Laurel Extension Sidewalk

Objectives FY 2016-2019:

1. Complete design for Laurel Extension sidewalk to determine cost and complete at least one (1) grant request for funding.

In progress.

Improve Fire Department Facilities and Equipment

Objectives FY 2016-2019:

1. Refurbish Fire Station No.3.

In progress.

2. Begin planning and construction bid process for improving Fire Station 1 and 2.

In progress.

Oversee Construction of Police Station

In progress. January 2020

Update & Implement Housing Element

Objectives FY 2016-2019:

1. Identify additional grant opportunities and incentives (i.e. expedited permitting) to expand housing production at a variety of income levels and for special needs populations (seniors, homeless, and disabled). Apply for new state funding to implement the City's Housing Element.

Continuous.

Engage Deep Water Desalination

Objectives FY 2016-2019:

1. Determine viability of becoming a City-Owned Utility.

In progress.

Update the General Plan

Objectives FY 2016-2021:

1. Coordinate with DPW on traffic model and new Traffic Fee Ordinance to ensure alignment with the General Plan Update process.

In progress. TFO part of General Plan Update; anticipated completion June 2022.

2. Coordinate with DPW on initiation of Climate Action Plan.

In progress.

3. Commence the General Plan Update.

In progress. January 2020

Secondary Strategies: (Objectives to be defined prior to FY 2017-2018)

1. Review joint use agreements for sharing public facilities.

To be reviewed with Parks, Recreation, Library Master Plan implementation.

V. Quality of Life

Key Strategies FY 2016-2019:

Explore Carr Lake Opportunities

Objectives FY 2016-2019:

1. Join with Big Sur Land Trust to engage community about potential design and uses of Carr Lake.

Ongoing

2. Support conversation with additional property owners.

In progress.

3. Include Carr Lake in Storm water development plans.

4. Undertake a visioning process which actively engages the Carr Lake landowners, community, and other stakeholders including federal, state, and regional agencies.

In progress.

Oversee Construction/Expansion of El Gabilan Library

In progress. January 2020

Conduct a Needs Assessment and Develop an Open Space Master Plan

Objectives FY 2016-2019:

1. Master planning committee convenes public input for master plan draft and revises as needed to produce final draft. (February 2019)

Completed July 2, 2019

2. Final plan presented to City Council. (November 2018)

Completed July 2, 2019

Upgrade Community and Recreational Centers

Objectives FY 2016-2019:

1. Complete the first phases of redevelopment and conversion of the old municipal pool at Sherwood to a multi-purpose recreational center.

In progress. Projected completion in September 2019.

2. Work with master planning committee to synchronize long-term programming needs with future facility expansion and revisions.

Completed

3. Utilize assessment data resulting from the master planning process to project short-term upgrade projects for community and recreational centers.

Completed.

Continue Collaboration with the County and Social Service Providers to Address the Needs of the Homeless

Objectives FY 2017-2019:

1. Cooperate with partners to maximize the potential for all forms of supportive housing.

Continuous.

2. Partner with Public Health to increase the availability of case management.

Continuous.

3. Work with the homeless service providers and the County to develop a plan to better utilize housing voucher programs to assist the homeless.

In progress.

4. Partner with Monterey County to develop Homeless Shelter to be located at 855 E. Laurel Drive.

Select contractor for construction October 2019; complete construction June 2021

Secondary Strategies: (Objectives to be defined prior to FY 2017-2019)

1. Continue working with all parties in the progress of soccer fields at Constitution Park.

In progress. Phase 1 anticipated completion September 2019.

2. Expand urban green, recycling, and resource renewal and sustainability.

In progress.

3. Meet more needs of immigrant populations.

Continuous

Salinas City Council

January 26, 2019

MAJOR THEMES OF DISCUSSION

- ✓ Increase Affordable, Safe Housing
- ✓ Maintain Focus on Business Development
- ✓ Continue to Expand Tourism
- ✓ Continue to Enhance Public Safety
- ✓ Improve Internal and External Communication and Increase Public Representation/Participation
- ✓ Address Salinas Plan Recommendations (Housing, Risk Mitigation, Public Safety, Stabilize Budgets, Infrastructure, Maintenance Needs, Shared Services, etc.)
- ✓ Continue Focus/Enhancement of Parks and Recreational Opportunities

DISCUSSION HIGHLIGHTS

INCREASE AFFORDABLE, SAFE HOUSING

- Address housing shortages for all groups of people.
- Work collaboratively with farmers and fieldworkers to come up with solutions for farmworker housing.
- Affordable housing is needed in greater density to address workforce housing, low income subsidized housing, farmworker housing, etc.
- Explore possible fee relief for construction.
- Need to ensure the City has access to the new housing funds made available by the Governor.
- The Future Growth Area is a priority, interface with the County, and explore use of Mello-Roos.
- Create a community benefit agreement.

MAINTAIN FOCUS ON BUSINESS DEVELOPMENT

- Continue to improve the Permit Center.
- Continue to look at fees to encourage business growth and expedite processing.
- Continue to enhance the Downtown, work to infill vacancies, and possibly incentivize and embrace business growth.

CONTINUE TO EXPAND TOURISM

- Continue to expand tourism working in partnership with the California Welcome Center and the Monterey County Visitor's Bureau.
- Continue to emphasize buying local, promote the City locally, regionally, and statewide.
- Capitalize on the wine industry.
- Expand TOT and local taxes.

- Continue to pursue a marquee/welcome sign for the City.
- Determine what draws people to the City and capitalize on that information.

CONTINUE TO ENHANCE PUBLIC SAFETY

- Continue to focus on public safety.
- Update, modernize technology.
- Refer to the Salinas Plan and recent Center for Public Safety study for possible systems improvements and cost savings enhancements.
- Work with the County to improve the emergency medical dispatch system.
- Ensure safety at all City facilities.
- Consider creating a cadet/local program similar to the police for Fire and Code Enforcement.
- Address the large number of pedestrian deaths.
- Decrease employee Workers Compensation claims.
- Collaborate with BHC to engage neighborhoods, expand neighborhood watch.
- Continue to put the DOJ Report recommendations into action as appropriate.

IMPROVE INTERNAL AND EXTERNAL COMMUNICATION AND INCREASE PUBLIC REPRESENTATION/PARTICIPATION

- Increase community engagement with racial equity.
- The City's website can be a barrier to some. Important to make sure it is functional and working. Consider use of all appropriate forms of social media to increase communication with the community.
- City updates are on the City's website.
- Increase dialogue with City staff – open dialogue with City Managers; there is considerable untapped talent among City staff.
- Build spirit of employees and Council.
- Enhance diversity and involvement on Committees. Need to increase participation. City Council members have a role in designating their representatives on Committees.

ADDRESS THE SALINAS PLAN RECOMMENDATIONS

- The Salinas Report outlines a blueprint through a number of recommendations needed to address the housing shortages in the City.
- In addition to housing recommendations, there are a number of recommendations included on risk mitigation, public safety, stabilizing the budget, infrastructure and maintenance needs, etc. Study and address the Salinas Plan. Bring updates and recommendations to the Council on an ongoing basis.
- Address the extension of Measure G. Ensure people see improvements in streets, sidewalks. These enhancements need to be prioritized. Difficult to ask residents to extend Measure G if they don't personally see the benefit.

CONTINUE TO FOCUS ON ENHANCEMENT OF PARKS AND RECREATIONAL OPPORTUNITIES

- More funds are needed for parks.
- Need more activities for young families such as free concerts and events.
- Need to ensure parks are maintained.
- Need to improve the permitting processes for events. It needs to be more clear, have guidelines, should not be onerous, and confirmation needs to be more timely. Getting confirmation a day or so ahead is very stressful.
- Increase collaboration and leverage partnerships with non-profit organizations.
- Suggestion to adopt a tree program to increase the tree canopy in the City and Institutionalize a Day of Service.
- Determine the cost effectiveness of recreational services.
- Consider having a Youth Commission – the average age in Salinas is 28 (Note: Median age is 30.1 according to <https://datausa.io/profile/geo/salinas-ca>.)
- Through ongoing work of the Master Plan, continue to incorporate safety measures such as lighting in the City's parks.
- Continue to pursue/discuss the use of joint use agreements with schools to open up park/play areas, rooms for the community to use.

OTHER

- Continue to hold property owners accountable to maintain their properties.
- Continue to monitor contracts and use of consultants.
- Be inclusive of all partners impacted by the AG industry changes. Key partners including fieldworkers and Unions need to have input and to be provided training on AG industry changes, and the preparation needed for Ag Tech jobs. Continue to collaborate with Hartnell in developing curriculum.
- Continue to assess the use of City Swag, including misuse of seals, clothing, etc.
- Continue to provide Public Safety staff training on dealing effectively with the homeless.
- Continue to look at best practices from other cities, regions, etc.
- Continue to work on reducing police and fire overtime expenses.
- The second floor of the Firehouse needs to be accessible to programming for the community.
- Number the objectives in the Strategic Plan.
- Change heading name from Goal 1 to Economic Diversity and Opportunity.



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Minutes

Approve minutes of September 10, 2019.



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Financial Claims

Approve financial claims report.

City of Salinas

Claim Check Report #434377-434525

From Payment Date: 9/10/2019 - To Payment Date: 9/12/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434377	09/10/2019	Open	Betty Wilder	\$12.75
434378	09/10/2019	Open	City Clerks Association of California	\$50.00
434379	09/10/2019	Open	Dale Fors	\$109.43
434380	09/10/2019	Open	Dave Dungan	\$12.75
434381	09/10/2019	Open	Eric Sandoval	\$1,025.75
434382	09/10/2019	Open	Ernesto Ramos	\$29.00
434383	09/10/2019	Open	Jesse Gilpas	\$12.75
434384	09/10/2019	Open	John McNeil	\$74.00
434385	09/10/2019	Open	Joseph Kinney	\$12.75
434386	09/10/2019	Open	Justin Heckman	\$58.21
434387	09/10/2019	Open	Kimberly Robinson	\$251.75
434388	09/10/2019	Open	Luis Ochoa	\$461.23
434389	09/10/2019	Open	Megan Hunter	\$12.75
434390	09/10/2019	Open	Raul Rosales	\$12.75
434391	09/10/2019	Open	Teresa Kistler	\$32.77
434392	09/10/2019	Open	Chris Lane	\$17.00
434393	09/10/2019	Open	Community Human Services	\$150.00
434394	09/10/2019	Open	Leslie Sterian	\$150.00
434395	09/10/2019	Open	Tonya Erickson	\$77.42
434396	09/10/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$75.51
434397	09/10/2019	Open	American Supply Company	\$1,023.69
434398	09/10/2019	Open	American Textile and Supply Inc	\$766.00
434399	09/10/2019	Open	AutoZone West Inc	\$95.42
434400	09/10/2019	Open	Axon Enterprise, Inc.	\$14,769.34
434401	09/10/2019	Open	Blancas Construction, Inc.	\$2,600.00
434402	09/10/2019	Open	Blueglobes Inc	\$6,704.05
434403	09/10/2019	Open	Brainfuse, Inc.	\$14,500.00
434404	09/10/2019	Open	Burton's Fire Inc	\$2,666.23
434405	09/10/2019	Open	California Towing and Transport	\$75.00
434406	09/10/2019	Open	California Water Service	\$376.04
434407	09/10/2019	Open	Cathy's Action Packed Fun Jumps Inc	\$4,941.19
434408	09/10/2019	Open	Cintas	\$1,156.58
434409	09/10/2019	Open	Clark Pest Control	\$158.00
434410	09/10/2019	Open	ClientFirst Consulting Group, LLC dba ClientFirst	\$660.00
434411	09/10/2019	Open	Comcast (Business)	\$106.23
434412	09/10/2019	Open	Comcast (Business)	\$58.93
434413	09/10/2019	Open	Comcast (Business)	\$115.45
434414	09/10/2019	Open	Comcast (Business)	\$353.99
434415	09/10/2019	Open	Constant Contact Inc	\$2,478.00
434416	09/10/2019	Open	Dataflow Business Systems Inc	\$9,874.68
434417	09/10/2019	Open	Dataworks Plus LLC	\$9,000.00

City of Salinas

Claim Check Report #434377-434525

From Payment Date: 9/10/2019 - To Payment Date: 9/12/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434418	09/10/2019	Open	Debi-Ann Watanabe	\$476.00
434419	09/10/2019	Open	Della Mora Heating and Sheet Metal and Air Conditio	\$2,042.45
434420	09/10/2019	Open	Don Chapin Inc	\$1,778.24
434421	09/10/2019	Open	East Bay Tire Company	\$7,889.23
434422	09/10/2019	Open	Emergency Vehicle Specialists, Inc.	\$5,657.43
434423	09/10/2019	Open	En Pointe Technologies Sales LLC	\$148.70
434424	09/10/2019	Open	Estefania Vargas Manriquez	\$199.00
434425	09/10/2019	Open	Fastenal Company	\$54.71
434426	09/10/2019	Open	Ferguson Enterprises Inc #679	\$43.73
434427	09/10/2019	Open	First Alarm	\$5,825.85
434428	09/10/2019	Open	First Alarm Security and Patrol Inc	\$1,540.00
434429	09/10/2019	Open	Golden State Emergency Vehicle Service Inc	\$1,785.07
434430	09/10/2019	Open	Golden State Truck and Trailer Repair	\$6,180.63
434431	09/10/2019	Open	Goldfarb and Lipman	\$9,958.00
434432	09/10/2019	Open	Granite Rock Co	\$163.33
434433	09/10/2019	Open	Hydro Turf	\$890.57
434434	09/10/2019	Open	ICMA	\$695.00
434435	09/10/2019	Open	Ingram Book Company	\$10,853.94
434436	09/10/2019	Open	International Code Council	\$555.00
434437	09/10/2019	Open	Jacob Construction & Design, Inc.	\$212,492.59
434438	09/10/2019	Open	James J Klimas Dba Klimas Janitorial Services	\$1,700.00
434439	09/10/2019	Open	Johnson Associates	\$43.26
434440	09/10/2019	Open	Jose Guevara dba Star Tune	\$1,106.52
434441	09/10/2019	Open	Julia Nix Petty Cash Custodian	\$99.24
434442	09/10/2019	Open	L.N. Curtis & Sons dba Curtis Blue Line	\$4,799.35
434443	09/10/2019	Open	Lehr Auto Electric	\$5,176.92
434444	09/10/2019	Open	Long Valley Leasing	\$3,565.40
434445	09/10/2019	Open	Martha Carvey Petty Cash Custodian	\$71.80
434446	09/10/2019	Open	Mary Ann McConnell dba Bay Area Polygraph	\$300.00
434447	09/10/2019	Open	Mercury Associates, Inc.	\$34,410.00
434448	09/10/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$110.27
434449	09/10/2019	Open	Monterey Bay Analytical Services, Inc	\$5,244.00
434450	09/10/2019	Open	Monterey One Water	\$87,686.00
434451	09/10/2019	Open	Monterey One Water	\$134.42
434452	09/10/2019	Open	Monterey Pen Engineering	\$48,761.38
434453	09/10/2019	Open	Monterey Sanitary Supply Inc Altius Medical	\$587.54
434454	09/10/2019	Open	Monterey Transfer and Storage Inc	\$182.25
434455	09/10/2019	Open	Moore Iacofano Goltsman - MIG	\$9,996.25
434456	09/10/2019	Open	MWI Veterinary Supply Company	\$1,861.76
434457	09/10/2019	Open	New Image Landscape Company	\$1,140.00
434458	09/10/2019	Open	NightOps Tactical Inc.	\$119.13

City of Salinas

Claim Check Report #434377-434525

From Payment Date: 9/10/2019 - To Payment Date: 9/12/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434459	09/10/2019	Open	Non Stop Automotive Repair, Inc	\$52.50
434460	09/10/2019	Open	Office Depot Business Service Division	\$1,406.75
434461	09/10/2019	Open	Oriental Trading Company Inc	\$129.06
434462	09/10/2019	Open	Pacific Coast Battery Service Inc	\$701.89
434463	09/10/2019	Open	Pacific Gas and Electric Company	\$997.75
434464	09/10/2019	Open	Petsmart	\$209.73
434465	09/10/2019	Open	Pinnacle Medical Group Inc	\$580.00
434466	09/10/2019	Open	Professional Police Supply, Inc dba Adamson Police	\$1,131.24
434467	09/10/2019	Open	Pryor Learning Solutions Inc dba Fred Pryor Semina	\$199.00
434468	09/10/2019	Open	Quality Water Enterprises	\$236.01
434469	09/10/2019	Open	Ray Corpuz	\$38.63
434470	09/10/2019	Open	Recorded Books	\$93.44
434471	09/10/2019	Open	RELX Inc. dba LexisNexis, Division of RELX Inc.	\$924.00
434472	09/10/2019	Open	Remcho, Johansen & Purcell, LLP	\$1,330.00
434473	09/10/2019	Open	Rene Parra Dba Rene Extrem Team Martial Arts	\$754.00
434474	09/10/2019	Open	Rev.com, Inc. dba Rev.com	\$180.00
434475	09/10/2019	Open	Rexel USA, Inc dba Platt Electric Supply	\$936.31
434476	09/10/2019	Open	Richard Diaz	\$4,948.52
434477	09/10/2019	Open	Rincon Consultants, Inc.	\$11,665.74
434478	09/10/2019	Open	S & L Investments dba Salinas Valley ProSquad	\$180.23
434479	09/10/2019	Open	Salinas Valley Ford Inc	\$2,993.42
434480	09/10/2019	Open	Salinas Valley Tourism And Visitors Bureau	\$10,000.00
434481	09/10/2019	Open	San Lorenzo Lumber	\$33.42
434482	09/10/2019	Open	Saul Ramirez Morales Authorized Matco Tools Dist.	\$34.91
434483	09/10/2019	Open	SCI Consulting Group	\$9,828.55
434484	09/10/2019	Open	Scott Grider Plumbing	\$152.50
434485	09/10/2019	Open	Serco Inc.	\$32,480.20
434486	09/10/2019	Open	Shahram Farahmand Dba Turf Club Catering	\$2,023.00
434487	09/10/2019	Open	Shred-It US JV LLC dba Shred-It USA LLC	\$204.74
434488	09/10/2019	Open	Smart and Final Iris	\$567.93
434489	09/10/2019	Open	Smith and Enright Landscaping	\$61,727.03
434490	09/10/2019	Open	Smokey Key Service	\$120.72
434491	09/10/2019	Open	SpeakWrite LLC	\$18,792.66
434492	09/10/2019	Open	Symbol Arts	\$1,362.50
434493	09/10/2019	Open	Target Pest Control	\$310.00
434494	09/10/2019	Open	Tracy Molfino	\$10,000.00
434495	09/10/2019	Open	Tuscany Enterprises, Inc dba Everclear Hydro-jetti	\$553.70
434496	09/10/2019	Open	U.S. Bank National Association dba U.S. Bank Equip	\$4,065.08
434497	09/10/2019	Open	United Site Services	\$218.65
434498	09/10/2019	Open	Uretsky Security	\$9,171.75
434499	09/10/2019	Open	UTG, Inc	\$2,880.00

City of Salinas

Claim Check Report #434377-434525

From Payment Date: 9/10/2019 - To Payment Date: 9/12/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434500	09/10/2019	Open	V & S Auto Care, Inc. dba One Stop Auto Care	\$138.09
434501	09/10/2019	Open	Valley Power Systems North, Inc.	\$4,200.00
434502	09/10/2019	Open	Value Line Publishing, LLC	\$4,975.00
434503	09/10/2019	Open	Verizon Wireless	\$3,140.92
434504	09/10/2019	Open	Verizon Wireless	\$915.05
434505	09/10/2019	Open	Verizon Wireless	\$266.86
434506	09/10/2019	Open	Verizon Wireless	\$1,865.27
434507	09/10/2019	Open	Verizon Wireless	\$748.53
434508	09/10/2019	Open	Verizon Wireless	\$50.34
434509	09/10/2019	Open	Voyager	\$958.85
434510	09/10/2019	Open	W W Grainger Inc	\$329.57
434511	09/10/2019	Open	Water Tech	\$525.00
434512	09/10/2019	Open	Whitaker Brothers Business Machines, Inc	\$13,153.60
434513	09/10/2019	Open	Wood Rodgers Inc	\$1,846.25
434514	09/10/2019	Open	AFDES / Assoc of the Feast	\$40.04
434515	09/10/2019	Open	Lay Low Entertainment	\$192.27
434516	09/10/2019	Open	The Permit Company	\$30.00
434517	09/10/2019	Open	Rantum Entertainment Inc.	\$7,545.57
434518	09/10/2019	Open	Wold Amusements	\$704.80
434519	09/10/2019	Open	Graves, Gayle	\$55.27
434520	09/10/2019	Open	McMillin, Kelly	\$771.12
434521	09/10/2019	Open	Monteith, Joseph	\$192.78
434522	09/12/2019	Open	Alco Water	\$29,304.56
434523	09/12/2019	Open	Monterey One Water	\$6,741.62
434524	09/12/2019	Open	PLM Lender Services Inc	\$1,550.00
434525	09/12/2019	Open	Tehama Golf Club LLC	\$1,800.00
Type Check Totals:				\$827,699.27
General Account - General Account Totals				

City of Salinas

Claim Check Report 434526-434675

From Payment Date: 9/17/2019 - To Payment Date: 9/17/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434526	09/17/2019	Open	Beth Mariano	\$42.75
434527	09/17/2019	Open	Brett Godown	\$176.25
434528	09/17/2019	Open	Cameron Mitchell	\$187.25
434529	09/17/2019	Open	Ciro Barboza	\$400.75
434530	09/17/2019	Open	Gabriel Gonzalez	\$400.75
434531	09/17/2019	Open	Kendall Gray	\$121.77
434532	09/17/2019	Open	Kenneth Schwener	\$400.75
434533	09/17/2019	Open	Kristan Lundquist	\$3,068.88
434534	09/17/2019	Open	Mary Lagasca	\$105.40
434535	09/17/2019	Open	Pedro Gomez	\$400.75
434536	09/17/2019	Open	Roberto Filice	\$1,114.95
434537	09/17/2019	Open	Yolanda Rocha	\$324.75
434538	09/17/2019	Open	Anthony Avila	\$187.25
434539	09/17/2019	Open	CAHN Conference	\$4,200.00
434540	09/17/2019	Open	Chris Lane	\$575.71
434541	09/17/2019	Open	Jorge Alvarado	\$187.25
434542	09/17/2019	Open	Marco Becerra	\$957.21
434543	09/17/2019	Open	Third Degree Communications, Inc	\$1,575.00
434544	09/17/2019	Open	ABAG Power Purchasing Pool	\$22,120.00
434545	09/17/2019	Open	Acme Car Wash (William Pierce Inc)	\$420.00
434546	09/17/2019	Open	Acme Rotary Broom Service	\$2,030.45
434547	09/17/2019	Open	Alatini Saulala	\$800.00
434548	09/17/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$255.24
434549	09/17/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$253.78
434550	09/17/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$211.83
434551	09/17/2019	Open	All Pets Hospital	\$66.83
434552	09/17/2019	Open	Ameri Pride Valley Uniform Services	\$640.49
434553	09/17/2019	Open	American Supply Company	\$359.18
434554	09/17/2019	Open	Analgesic Services Inc	\$143.00
434555	09/17/2019	Open	Animal Health Center	\$3,590.03
434556	09/17/2019	Open	AssetWorks LLC	\$7,594.02
434557	09/17/2019	Open	Audley Tenant dba Up in Smoke BBQ LLC	\$3,842.87
434558	09/17/2019	Open	Barnes and Thornburg	\$4,950.00
434559	09/17/2019	Open	Bayside Oil II Inc.	\$288.75
434560	09/17/2019	Open	Boots Road Group LLC	\$2,933.00
434561	09/17/2019	Open	Cadence Team, LLC	\$1,250.00
434562	09/17/2019	Open	California Assn of Public Information Officials	\$100.00
434563	09/17/2019	Open	California Water Service	\$60,832.06
434564	09/17/2019	Open	Carlos A Esquivel Dba Jacobs Maintenance Services	\$10,340.00
434565	09/17/2019	Open	CDW-G	\$14,704.23
434566	09/17/2019	Open	Central Coast YMCA	\$13,750.00

City of Salinas

Claim Check Report 434526-434675

From Payment Date: 9/17/2019 - To Payment Date: 9/17/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434567	09/17/2019	Open	Charlie D. Zarza	\$156.00
434568	09/17/2019	Open	Cintas	\$1,349.16
434569	09/17/2019	Open	Citi Cards	\$441.98
434570	09/17/2019	Open	Coast Automotive Warehouse Inc	\$209.81
434571	09/17/2019	Open	Coast Counties Glass Inc dba Del Monte Glass, Inc	\$2,925.00
434572	09/17/2019	Open	Commercial Truck Company	\$128.56
434573	09/17/2019	Open	CSC Of Salinas	\$437.46
434574	09/17/2019	Open	Data Ticket Inc	\$1,014.80
434575	09/17/2019	Open	Dataflow Business Systems Inc	\$3,298.26
434576	09/17/2019	Open	Davgp, Inc. dba Salinas Valley Tire	\$948.43
434577	09/17/2019	Open	Della Mora Heating and Sheet Metal and Air Conditi	\$2,088.27
434578	09/17/2019	Open	Department Of Justice	\$492.00
434579	09/17/2019	Open	Don Chapin Inc	\$1,753.16
434580	09/17/2019	Open	East Bay Tire Company	\$1,774.03
434581	09/17/2019	Open	Edilcia Perez dba Ella Fitness	\$305.50
434582	09/17/2019	Open	El Pajaro Community Development Corp, Inc.	\$2,194.00
434583	09/17/2019	Open	Emergency Services Consulting International	\$4,000.00
434584	09/17/2019	Open	En Pointe Technologies Sales LLC	\$708.08
434585	09/17/2019	Open	Fastenal Company	\$3,598.95
434586	09/17/2019	Open	Fed Ex	\$56.87
434587	09/17/2019	Open	Golden State Truck and Trailer Repair	\$2,437.56
434588	09/17/2019	Open	Granite Rock Co	\$424.93
434589	09/17/2019	Open	Green Valley Industrial Supply	\$9.71
434590	09/17/2019	Open	Harris and Associates	\$2,012.50
434591	09/17/2019	Open	Hinderliter De Llamas and Associates	\$13,089.80
434592	09/17/2019	Open	Hollister Honda	\$1,990.88
434593	09/17/2019	Open	Hope Rehabilitation Services	\$284.96
434594	09/17/2019	Open	Ingram Book Company	\$551.88
434595	09/17/2019	Open	Interstate Battery System Inc	\$103.21
434596	09/17/2019	Open	Jacqueline Pacelli	\$1,650.00
434597	09/17/2019	Open	Jahaira Paola Navarro dba Dance Into Fitness with	\$705.25
434598	09/17/2019	Open	Jan Roehl Dba Jan Roehl Consulting	\$6,332.50
434599	09/17/2019	Open	Jimenez Autobody Parts, Inc dba C & J Auto Parts	\$465.06
434600	09/17/2019	Open	Joaquin Vasquez Dba Rose Backflow Services	\$75.00
434601	09/17/2019	Open	Johnson Associates	\$8.69
434602	09/17/2019	Open	Johnson Electronics	\$250.97
434603	09/17/2019	Open	Jose Luis Corral dba Salinas Pizza	\$980.51
434604	09/17/2019	Open	Jose R Mendoza Dba Green View Landscaping	\$750.00
434605	09/17/2019	Open	Joshua Gentle dba Salad Shoppe	\$117.83
434606	09/17/2019	Open	Kimley Horn And Assoc Inc	\$16,798.00
434607	09/17/2019	Open	Kosmont & Associates, Inc. dba Kosmont Companies	\$248.30

City of Salinas

Claim Check Report 434526-434675

From Payment Date: 9/17/2019 - To Payment Date: 9/17/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434608	09/17/2019	Open	Kronos Incorporated	\$12.45
434609	09/17/2019	Open	Kysmet Security & Patrol	\$720.00
434610	09/17/2019	Open	LEA Aid Acquistion Company dba LEA Aid	\$9,750.00
434611	09/17/2019	Open	LexisNexis Risk Data Management Inc Accurint Acct	\$183.25
434612	09/17/2019	Open	MGT Of America Inc	\$3,000.00
434613	09/17/2019	Open	Mike Andresen	\$910.00
434614	09/17/2019	Open	Monterey County Petroleum	\$8,724.11
434615	09/17/2019	Open	Monterey County The Herald	\$2,465.34
434616	09/17/2019	Open	Monterey One Water	\$19,524.50
434617	09/17/2019	Open	Monterey One Water	\$18.08
434618	09/17/2019	Open	Monterey One Water	\$34.92
434619	09/17/2019	Open	Municipal Maintenance Equipment dba MME	\$253.25
434620	09/17/2019	Open	Napa Auto Parts	\$220.91
434621	09/17/2019	Open	National Development Council	\$5,833.33
434622	09/17/2019	Open	New Image Landscape Company	\$150.00
434623	09/17/2019	Open	Office Depot Business Service Division	\$495.74
434624	09/17/2019	Open	Old Republic Title Company	\$800.00
434625	09/17/2019	Open	One Cloud Innovations Inc.	\$6,781.00
434626	09/17/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$4,493.58
434627	09/17/2019	Open	Pacific Gas and Electric Company	\$4,036.24
434628	09/17/2019	Open	Pacific Truck Parts Inc	\$787.37
434629	09/17/2019	Open	Partners For Peace	\$3,508.73
434630	09/17/2019	Open	Patricia Meraz	\$169.82
434631	09/17/2019	Open	Pedro C Estrada Dba Estrada Janitorial Service	\$5,850.00
434632	09/17/2019	Open	Peninsula Messenger, LLC	\$210.00
434633	09/17/2019	Open	PNC Equipment Finance, LLC	\$237,216.37
434634	09/17/2019	Open	Praxair	\$223.47
434635	09/17/2019	Open	Pure Water	\$289.75
434636	09/17/2019	Open	Qal-Tek Associates, LLC	\$745.00
434637	09/17/2019	Open	Quality Water Enterprises	\$376.09
434638	09/17/2019	Open	Rancho Cielo Youth Center	\$1,261.75
434639	09/17/2019	Open	Ray Corpuz	\$50.11
434640	09/17/2019	Open	Recorded Books	\$56.90
434641	09/17/2019	Open	Republic Services of Salinas	\$531.91
434642	09/17/2019	Open	Republic Services of Salinas	\$1,083.14
434643	09/17/2019	Open	Republic Services of Salinas	\$821.49
434644	09/17/2019	Open	Salinas Valley Ford Inc	\$81,003.49
434645	09/17/2019	Open	Salinas Valley Solid Waste Authority	\$5,145.39
434646	09/17/2019	Open	Sally Swanson Architects Inc	\$39,605.00
434647	09/17/2019	Open	Same Day Shred	\$32.50
434648	09/17/2019	Open	Scott Davis	\$524.33

City of Salinas

Claim Check Report 434526-434675

From Payment Date: 9/17/2019 - To Payment Date: 9/17/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434649	09/17/2019	Open	Sentry Alarm System	\$150.00
434650	09/17/2019	Open	Shahram Farahmand Dba Turf Club Catering	\$393.30
434651	09/17/2019	Open	Smart and Final Iris	\$101.99
434652	09/17/2019	Open	Smith and Enright Landscaping	\$15,345.47
434653	09/17/2019	Open	Smokey Key Service	\$50.80
434654	09/17/2019	Open	Snap-On Tools Corporation	\$688.26
434655	09/17/2019	Open	Stifel Nicolaus and Company	\$1,098.96
434656	09/17/2019	Open	Tenacity Forensic Examination Services	\$12,964.06
434657	09/17/2019	Open	The DJ Booth	\$800.00
434658	09/17/2019	Open	Trowbridge Enterprises dba Palace Art and Office S	\$1,873.47
434659	09/17/2019	Open	United Parcel Service	\$185.98
434660	09/17/2019	Open	Uretsky Security	\$5,586.00
434661	09/17/2019	Open	Valley Fabrication Inc	\$281.61
434662	09/17/2019	Open	Valley Saw Shop	\$158.41
434663	09/17/2019	Open	Valley Trophies and Detectors	\$61.73
434664	09/17/2019	Open	Vals Plumbing and Heating Inc	\$852.00
434665	09/17/2019	Open	Verizon Wireless	\$3,737.12
434666	09/17/2019	Open	Verizon Wireless	\$1,031.24
434667	09/17/2019	Open	Verizon Wireless	\$4,570.18
434668	09/17/2019	Open	W W Grainger Inc	\$1,381.39
434669	09/17/2019	Open	Western Systems, Incorporated	\$11,499.65
434670	09/17/2019	Open	Williams Scotsman, Inc.	\$448.54
434671	09/17/2019	Open	Worldpac	\$55.43
434672	09/17/2019	Open	Andres Cordova	\$117.00
434673	09/17/2019	Open	Cassandra Arias	\$15.02
434674	09/17/2019	Open	Hong Li	\$82.50
434675	09/17/2019	Open	Leslie Sterian	\$23.55
Type Check Totals:				\$754,524.01
General Account - General Account Totals				

CITY OF SALINAS

Claim Check Report #434676-434856

From Payment Date: 9/24/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434676	09/24/2019	Open	Ambika Prasad	\$153.00
434677	09/24/2019	Open	CACEO	\$390.00
434678	09/24/2019	Open	Christopher Neff	\$98.00
434679	09/24/2019	Open	Eulalio Villegas	\$72.00
434680	09/24/2019	Open	Fabian Aquino	\$109.00
434681	09/24/2019	Open	Gabriel Gonzalez	\$148.50
434682	09/24/2019	Open	Gloria De La Rosa	\$331.45
434683	09/24/2019	Open	John Pineda	\$109.00
434684	09/24/2019	Open	Justin Heckman	\$148.50
434685	09/24/2019	Open	Kenneth Schwener	\$148.50
434686	09/24/2019	Open	Kimberly Robinson	\$198.75
434687	09/24/2019	Open	Kristan Lundquist	\$1,599.80
434688	09/24/2019	Open	Maria Avila	\$581.57
434689	09/24/2019	Open	Maria Morales	\$109.00
434690	09/24/2019	Open	Matt Pierce	\$605.74
434691	09/24/2019	Open	Matthew Maldonado	\$281.25
434692	09/24/2019	Open	Michael Gomez	\$531.55
434693	09/24/2019	Open	Ray Corpuz	\$382.33
434694	09/24/2019	Open	Rhonda Combs	\$45.00
434695	09/24/2019	Open	Ruben Sanchez	\$148.50
434696	09/24/2019	Open	Ruby Alvarez	\$98.00
434697	09/24/2019	Open	South Bay Regional Public Safety	\$126.00
434698	09/24/2019	Open	Stephanie Moore	\$109.00
434699	09/24/2019	Open	Sylvia Perez	\$840.76
434700	09/24/2019	Open	Venissa Rosa	\$321.41
434701	09/24/2019	Open	Zachary Dunagan	\$98.00
434702	09/24/2019	Open	Brittney Long	\$98.00
434703	09/24/2019	Open	California CLETS User Group	\$105.00
434704	09/24/2019	Open	Cenovia Zamora-Duarte	\$255.00
434705	09/24/2019	Open	Chris Lane	\$18.00
434706	09/24/2019	Open	Daniel Martinez	\$98.00
434707	09/24/2019	Open	Evan Adams	\$98.00
434708	09/24/2019	Open	Judith Medrano	\$109.00
434709	09/24/2019	Open	League of United Latin American Citizens	\$85.00
434710	09/24/2019	Open	Martha Vasquez	\$109.00
434711	09/24/2019	Open	Michael Gomez	\$24.75
434712	09/24/2019	Open	Oscar Solis	\$98.00
434713	09/24/2019	Open	Seth Morten	\$334.50
434714	09/24/2019	Open	Venissa Rosa	\$24.75
434715	09/24/2019	Open	4 Imprint	\$1,303.79
434716	09/24/2019	Open	A1 Autobody (Guthrie Enterprise Inc)	\$3,350.49
434717	09/24/2019	Open	Acme Car Wash (William Pierce Inc)	\$1,483.97

CITY OF SANTA CLARA

Claim Check Report #434676-434856

From Payment Date: 9/24/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434718	09/24/2019	Open	Airgas, Inc dba Airgas USA, LLC	\$937.76
434719	09/24/2019	Open	Alameda Electrical Distributors	\$2,888.04
434720	09/24/2019	Open	Alison Heller-Ono dba Worksite International	\$416.25
434721	09/24/2019	Open	Allstar Fire Equipment Inc	\$837.62
434722	09/24/2019	Open	Amazon.Com	\$2,200.89
434723	09/24/2019	Open	Ameri Pride Valley Uniform Services	\$583.17
434724	09/24/2019	Open	American Supply Company	\$4,260.10
434725	09/24/2019	Open	Arrowhead Forensics	\$757.58
434726	09/24/2019	Open	Artistic HangUps	\$772.66
434727	09/24/2019	Open	Asap Alisal Signs And Printing	\$135.91
434728	09/24/2019	Open	AT and T	\$165.59
434729	09/24/2019	Open	AT&T Mobility	\$283.83
434730	09/24/2019	Open	Axon Enterprise, Inc.	\$46,204.95
434731	09/24/2019	Open	Beacon Integrated Professionals Resources Inc	\$3,410.18
434732	09/24/2019	Open	Bear Electrical Solutions Inc	\$28,717.50
434733	09/24/2019	Open	Beatriz A Barajas - Petty Cash Custodian	\$334.11
434734	09/24/2019	Open	CABLExpress Corporation dba CXtec	\$4,096.89
434735	09/24/2019	Open	Cal-West	\$1,755.00
434736	09/24/2019	Open	California Newspapers Partnership Dba The Mercury	\$426.09
434737	09/24/2019	Open	California Towing and Transport	\$318.80
434738	09/24/2019	Open	California Water Service	\$354.51
434739	09/24/2019	Open	Canon Financial Services Inc	\$1,838.15
434740	09/24/2019	Open	Canon Financial Services Inc	\$508.02
434741	09/24/2019	Open	Car Tech Auto Collision and Glass Inc	\$2,168.00
434742	09/24/2019	Open	Carol Lynn McKibben	\$10,000.00
434743	09/24/2019	Open	CDW-G	\$48,843.08
434744	09/24/2019	Open	Cintas	\$1,212.88
434745	09/24/2019	Open	City Of Monterey	\$25,184.30
434746	09/24/2019	Open	CMS Communication Inc	\$261.11
434747	09/24/2019	Open	Coast Automotive Warehouse Inc	\$753.78
434748	09/24/2019	Open	Comcast (Business)	\$364.55
434749	09/24/2019	Open	Comcast (Business)	\$313.23
434750	09/24/2019	Open	Comcast (Business)	\$66.28
434751	09/24/2019	Open	Comcast (Business)	\$66.28
434752	09/24/2019	Open	CSG Consultants	\$4,053.47
434753	09/24/2019	Open	Dataflow Business Systems Inc	\$1,441.16
434754	09/24/2019	Open	De Novo Planning Group	\$15,535.00
434755	09/24/2019	Open	Digital Data Services, Inc.	\$10,637.00
434756	09/24/2019	Open	Digital NEST	\$665.00
434757	09/24/2019	Open	Direct TV LLC	\$47.64
434758	09/24/2019	Open	Don Chapin Inc	\$150.00
434759	09/24/2019	Open	Economic & Planning Systems, Inc.	\$581.25

CITY OF SALINAS

Claim Check Report #434676-434856

From Payment Date: 9/24/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434760	09/24/2019	Open	Emergency Vehicle Specialists, Inc.	\$115.76
434761	09/24/2019	Open	En Pointe Technologies Sales LLC	\$3,295.85
434762	09/24/2019	Open	Evident	\$216.00
434763	09/24/2019	Open	FAST Services	\$180.00
434764	09/24/2019	Open	Fastenal Company	\$743.93
434765	09/24/2019	Open	Ferguson Enterprises Inc #679	\$56.80
434766	09/24/2019	Open	First Alarm	\$923.88
434767	09/24/2019	Open	Gavilan Printers LLC	\$746.72
434768	09/24/2019	Open	Golden State Emergency Vehicle Service Inc	\$1,720.30
434769	09/24/2019	Open	Golz Construction, Inc.	\$1,212.50
434770	09/24/2019	Open	Granite Construction Company	\$17,963.64
434771	09/24/2019	Open	Granite Rock Co	\$793.51
434772	09/24/2019	Open	Haciendas 3, LP	\$30,310.00
434773	09/24/2019	Open	Hemi's Landscaping and Concrete Inc	\$1,752.00
434774	09/24/2019	Open	Herc Rentals Inc.	\$1,073.35
434775	09/24/2019	Open	Hexagon Transportation Consultants, Inc.	\$11,437.50
434776	09/24/2019	Open	Hinderliter De Llamas and Associates	\$300.00
434777	09/24/2019	Open	HROD, Inc	\$2,125.00
434778	09/24/2019	Open	Hydro Turf	\$1,228.10
434779	09/24/2019	Open	Ingram Book Company	\$3,330.53
434780	09/24/2019	Open	Jamie Tugel	\$121.00
434781	09/24/2019	Open	Jeannette Jessup	\$62.00
434782	09/24/2019	Open	Johnson Associates	\$32.72
434783	09/24/2019	Open	Jose Guevara dba Star Tune	\$49.00
434784	09/24/2019	Open	Jose Luis Corral dba Salinas Pizza	\$811.15
434785	09/24/2019	Open	Joseph Gunter	\$1,232.80
434786	09/24/2019	Open	Ketchum Manufacturing	\$511.00
434787	09/24/2019	Open	Kimley Horn And Assoc Inc	\$13,938.09
434788	09/24/2019	Open	Kysmet Security & Patrol	\$288.00
434789	09/24/2019	Open	Lehr Auto Electric	\$12.90
434790	09/24/2019	Open	Leon De Asis	\$2,000.00
434791	09/24/2019	Open	Liebert Cassidy Whitmore	\$100.00
434792	09/24/2019	Open	Lyle Signs Inc	\$2,000.32
434793	09/24/2019	Open	Monterey County Office of Education	\$1,100.00
434794	09/24/2019	Open	Monterey County Petroleum	\$49,801.10
434795	09/24/2019	Open	Monterey Sanitary Supply Inc Altius Medical	\$3,841.90
434796	09/24/2019	Open	Monterey Transfer and Storage Inc	\$390.00
434797	09/24/2019	Open	Moore Wallace dba RR Donnelley	\$1,819.35
434798	09/24/2019	Open	MP Express	\$90.32
434799	09/24/2019	Open	Natividad Medical Center	\$248.00
434800	09/24/2019	Open	New Image Landscape Company	\$31,448.00
434801	09/24/2019	Open	Non Stop Automotive Repair, Inc	\$896.25

CITY OF SALINAS

Claim Check Report #434676-434856

From Payment Date: 9/24/2019 - To Payment Date: 9/26/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434802	09/24/2019	Open	Northridge Owner, L.P.	\$250.00
434803	09/24/2019	Open	Office Depot Business Service Division	\$558.60
434804	09/24/2019	Open	Old American Incorporated	\$5,633.60
434805	09/24/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Business	\$888.58
434806	09/24/2019	Open	Oriental Trading Company Inc	\$285.73
434807	09/24/2019	Open	Pacific Coast Battery Service Inc	\$249.53
434808	09/24/2019	Open	Pacific Gas and Electric Company	\$78.94
434809	09/24/2019	Open	Pacific Water Resources	\$27,404.00
434810	09/24/2019	Open	Paramount's Great America	\$3,477.00
434811	09/24/2019	Open	Patricia Meraz	\$75.75
434812	09/24/2019	Open	Pedro C Estrada Dba Estrada Janitorial Service	\$4,595.00
434813	09/24/2019	Open	Petsmart	\$266.53
434814	09/24/2019	Open	Professional Police Supply, Inc dba Adamson Police	\$3,818.56
434815	09/24/2019	Open	Pure Water	\$44.25
434816	09/24/2019	Open	Ray Corpuz	\$126.34
434817	09/24/2019	Open	S & L Investments dba Salinas Valley ProSquad	\$3,483.38
434818	09/24/2019	Open	Salinas Valley Ford Inc	\$2,991.84
434819	09/24/2019	Open	Same Day Shred	\$32.50
434820	09/24/2019	Open	San Lorenzo Lumber	\$494.92
434821	09/24/2019	Open	Securitas Security Services USA, Inc	\$2,511.00
434822	09/24/2019	Open	Sentry Alarm System	\$1,597.50
434823	09/24/2019	Open	Silver and Wright LLP	\$8,525.05
434824	09/24/2019	Open	Smart and Final Iris	\$644.91
434825	09/24/2019	Open	Smith and Enright Landscaping	\$10,724.67
434826	09/24/2019	Open	Smokey Key Service	\$65.55
434827	09/24/2019	Open	Snow Signs	\$1,877.94
434828	09/24/2019	Open	Standard Signs, Inc dba Lumacurve Airfield Signs	\$628.42
434829	09/24/2019	Open	State of California Department of Forestry & Fire	\$195.00
434830	09/24/2019	Open	Stericycle Inc	\$127.05
434831	09/24/2019	Open	Steve Striffler	\$1,000.00
434832	09/24/2019	Open	Target Solutions Learning LLC dba Vector Solutions	\$10,170.00
434833	09/24/2019	Open	Taylor Logistics Company LLC dba Farm Fresh Deli	\$360.95
434834	09/24/2019	Open	The Ed Jones Company, Incorporated	\$345.75
434835	09/24/2019	Open	The Post Box	\$166.83
434836	09/24/2019	Open	Thomson-West/Barclays	\$332.07
434837	09/24/2019	Open	Tri County Fire Protection	\$1,823.39
434838	09/24/2019	Open	Trowbridge Enterprises dba Palace Art and Office S	\$958.05
434839	09/24/2019	Open	U.S. Bank National Association ND	\$35,769.94
434840	09/24/2019	Open	University of Cincinnati	\$14,000.00
434841	09/24/2019	Open	UPIN Inc dba Benchmark Environmental Engineering	\$434.00
434842	09/24/2019	Open	Val's Plumbing & Heating Inc	\$363.07
434843	09/24/2019	Open	Valley Trophies and Detectors	\$833.03

CITY OF SANTA**Claim Check Report #434676-434856****From Payment Date: 9/24/2019 - To Payment Date: 9/26/2019**

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434844	09/24/2019	Open	Verizon Wireless	\$2,286.52
434845	09/24/2019	Open	Verizon Wireless	\$420.00
434846	09/24/2019	Open	W W Grainger Inc	\$1,352.65
434847	09/24/2019	Open	Wayne Boyer dba Motoport USA	\$2,253.68
434848	09/24/2019	Open	Weber Hayes & Associates	\$36,402.00
434849	09/24/2019	Open	Xtelesis Corporation	\$146.45
434850	09/24/2019	Open	Helyn Johnson	\$45.00
434851	09/24/2019	Open	Mary Ann L Hernandez	\$15.00
434852	09/25/2019	Open	Central Coast Federal Credit Union	\$2,826.50
434853	09/25/2019	Open	Monterra Ranch Of Monterey Home Owner's Associatio	\$1,880.00
434854	09/25/2019	Open	Pacific Gas and Electric Company	\$102,965.70
434855	09/25/2019	Open	State Farm Insurance Agency	\$847.00
434856	09/25/2019	Open	Steven M Barone	\$16,637.59
Type Check Totals:				<hr/> \$746,534.05

General Account - General Account Totals

City of Salinas

Claim Check Report #434857-435035

From Payment Date: 10/1/2019 - To Payment Date: 10/1/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434857	10/01/2019	Open	Angeline Sickler	\$33.84
434858	10/01/2019	Open	California Society Of Municipal Finance Officers	\$425.00
434859	10/01/2019	Open	Cary Lesch	\$28.50
434860	10/01/2019	Open	Curtis James Jones	\$18.01
434861	10/01/2019	Open	Eda Herrera	\$247.91
434862	10/01/2019	Open	Edgar Garcia	\$103.00
434863	10/01/2019	Open	Eric Sandoval	\$1,551.01
434864	10/01/2019	Open	Eulalio Villegas	\$147.50
434865	10/01/2019	Open	Fernanda Ocana	\$1,046.72
434866	10/01/2019	Open	Fernando Rizo	\$864.74
434867	10/01/2019	Open	Gerardo Magana	\$187.25
434868	10/01/2019	Open	Jeffrey Arensdorf	\$187.25
434869	10/01/2019	Open	John Murray	\$962.00
434870	10/01/2019	Open	Martin Flores	\$28.50
434871	10/01/2019	Open	Matt N. Pressey	\$1,307.73
434872	10/01/2019	Open	Rhonda Combs	\$31.13
434873	10/01/2019	Open	Ronald Patterson	\$102.50
434874	10/01/2019	Open	Shane VanderVeen	\$28.50
434875	10/01/2019	Open	Alejandro Rodriguez	\$103.00
434876	10/01/2019	Open	Anthony Yates	\$187.25
434877	10/01/2019	Open	Best Western Long Beach	\$315.27
434878	10/01/2019	Open	California Secretary of State	\$40.00
434879	10/01/2019	Open	Cassandra Arias	\$13.00
434880	10/01/2019	Open	Damian Madrigal	\$260.00
434881	10/01/2019	Open	David Poulin	\$35.00
434882	10/01/2019	Open	Fresno State	\$300.00
434883	10/01/2019	Open	Jesus Ramirez-Regalado	\$28.50
434884	10/01/2019	Open	Josie Lantaca	\$247.91
434885	10/01/2019	Open	Lynn Mau	\$57.15
434886	10/01/2019	Open	Mario Avina	\$187.25
434887	10/01/2019	Open	National Notary Association	\$781.61
434888	10/01/2019	Open	Pat Stallcup	\$28.50
434889	10/01/2019	Open	Robert Balaoro	\$35.00
434890	10/01/2019	Open	2NDNATURE, LLC	\$28,143.75
434891	10/01/2019	Open	Adrian Guerrero db Michaels Grill Taqueria Salinas	\$1,835.40
434892	10/01/2019	Open	Alameda Electrical Distributors	\$206.09
434893	10/01/2019	Open	Alco Water	\$14,234.48
434894	10/01/2019	Open	Alhambra and Sierra Spring DS Waters of America LP	\$70.75
434895	10/01/2019	Open	Alisal Union School District	\$730.00
434896	10/01/2019	Open	All Safe Security Alarm	\$210.00
434897	10/01/2019	Open	Amazon.Com	\$261.02

City of Salinas

Claim Check Report #434857-435035

From Payment Date: 10/1/2019 - To Payment Date: 10/1/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434898	10/01/2019	Open	Ameri Pride Valley Uniform Services	\$261.56
434899	10/01/2019	Open	American Supply Company	\$2,125.21
434900	10/01/2019	Open	Artistic HangUps	\$429.47
434901	10/01/2019	Open	Bear Electrical Solutions Inc	\$280.00
434902	10/01/2019	Open	Big Sur Land Trust	\$100.00
434903	10/01/2019	Open	Blancas Construction, Inc.	\$425.00
434904	10/01/2019	Open	Blueglobes Inc	\$1,012.75
434905	10/01/2019	Open	California Department of Tax and Fee Administratio	\$5,456.66
434906	10/01/2019	Open	California Towing and Transport	\$850.00
434907	10/01/2019	Open	California Water Service	\$2,746.97
434908	10/01/2019	Open	Canon Financial Services Inc	\$58.59
434909	10/01/2019	Open	Cathy's Action Packed Fun Jumps Inc	\$2,142.76
434910	10/01/2019	Open	CDW-G	\$17,235.97
434911	10/01/2019	Open	Centinela General Engineering, Inc	\$2,500.00
434912	10/01/2019	Open	Cintas	\$1,090.59
434913	10/01/2019	Open	City Data Services	\$3,945.00
434914	10/01/2019	Open	Coast Automotive Warehouse Inc	\$1,048.34
434915	10/01/2019	Open	Comcast	\$2,896.20
434916	10/01/2019	Open	Comcast (Business)	\$400.78
434917	10/01/2019	Open	Comcast (Business)	\$191.23
434918	10/01/2019	Open	Commercial Truck Company	\$846.31
434919	10/01/2019	Open	Conservation Technix Inc	\$939.18
434920	10/01/2019	Open	County of Monterey Information Technology Dept	\$7,059.20
434921	10/01/2019	Open	CSC Of Salinas	\$388.31
434922	10/01/2019	Open	CSG Consultants	\$18,347.50
434923	10/01/2019	Open	Data Ticket Inc	\$296.65
434924	10/01/2019	Open	Dataflow Business Systems Inc	\$2,510.92
434925	10/01/2019	Open	Dioscor Gama Sanchez Dba Corie Construction	\$10,401.00
434926	10/01/2019	Open	Direct TV LLC	\$131.98
434927	10/01/2019	Open	Discount School Supply	\$1,140.50
434928	10/01/2019	Open	Discovery Tours	\$3,042.90
434929	10/01/2019	Open	DKF Solutions Group LLC	\$505.98
434930	10/01/2019	Open	Don Chapin Inc	\$667.72
434931	10/01/2019	Open	Douglas Dirksen	\$37.88
434932	10/01/2019	Open	En Pointe Technologies Sales LLC	\$1,242.26
434933	10/01/2019	Open	FAST Services	\$315.00
434934	10/01/2019	Open	Fastenal Company	\$1,792.50
434935	10/01/2019	Open	Fed Ex	\$249.30
434936	10/01/2019	Open	Ferguson Enterprises Inc #679	\$132.00
434937	10/01/2019	Open	First Alarm	\$1,559.83
434938	10/01/2019	Open	First Alarm Security and Patrol Inc	\$1,540.00

City of Salinas

Claim Check Report #434857-435035

From Payment Date: 10/1/2019 - To Payment Date: 10/1/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434939	10/01/2019	Open	First Trust Alarm Company Inc	\$285.00
434940	10/01/2019	Open	FJM Truck Repair, Inc dba FJM Truck & Trailer Cent	\$5,994.90
434941	10/01/2019	Open	Floodplain Management Association	\$105.00
434942	10/01/2019	Open	Granite Construction Company	\$22,543.32
434943	10/01/2019	Open	Granite Rock Co	\$6,345.83
434944	10/01/2019	Open	Gustavo Alvarez	\$200.00
434945	10/01/2019	Open	Harris and Associates	\$4,225.00
434946	10/01/2019	Open	Hollister Honda	\$362.24
434947	10/01/2019	Open	Home Depot Credit Services	\$365.34
434948	10/01/2019	Open	Hope Rehabilitation Services	\$463.06
434949	10/01/2019	Open	Howard's Auto Upholstery	\$165.58
434950	10/01/2019	Open	Hydro Turf	\$626.52
434951	10/01/2019	Open	Ingram Book Company	\$1,533.57
434952	10/01/2019	Open	Invarion Inc	\$375.00
434953	10/01/2019	Open	Jan Roehl Dba Jan Roehl Consulting	\$998.75
434954	10/01/2019	Open	Johnson Associates	\$1,152.65
434955	10/01/2019	Open	Jose Guevara dba Star Tune	\$280.00
434956	10/01/2019	Open	Jose Reyes dba The Tint Shop	\$200.00
434957	10/01/2019	Open	Julita Galleguillos Dba Core Education	\$3,147.14
434958	10/01/2019	Open	K9 Ambassador Inc.	\$315.00
434959	10/01/2019	Open	Kelly-Moore Paint Company	\$360.09
434960	10/01/2019	Open	Kysmet Security & Patrol	\$420.00
434961	10/01/2019	Open	Lakeshore Learning Materials	\$1,939.37
434962	10/01/2019	Open	Life Assist	\$4,588.50
434963	10/01/2019	Open	Long Valley Leasing	\$3,565.40
434964	10/01/2019	Open	Louie SanPaolo dba SanPaolo Concrete	\$2,000.00
434965	10/01/2019	Open	MCSI Water Systems Management	\$492.96
434966	10/01/2019	Open	Midwest Tape, LLC dba Midwest Tape	\$1,911.12
434967	10/01/2019	Open	Midwestern Software Solutions, LLC	\$1,540.00
434968	10/01/2019	Open	Miracle Playsystems, Inc.	\$157.95
434969	10/01/2019	Open	Mission Uniform Service	\$235.41
434970	10/01/2019	Open	Mobile Audio and Cellular	\$720.00
434971	10/01/2019	Open	Monterey Bay Parent LLC	\$150.00
434972	10/01/2019	Open	Monterey Coast Brewing Company	\$71.56
434973	10/01/2019	Open	Monterey County Health Department	\$2,000.00
434974	10/01/2019	Open	Monterey County Petroleum	\$98.23
434975	10/01/2019	Open	Municipal Resource Group LLC	\$9,036.16
434976	10/01/2019	Open	Napa Auto Parts	\$48.50
434977	10/01/2019	Open	Northridge Owner, L.P.	\$1,500.00
434978	10/01/2019	Open	Office Depot Business Service Division	\$1,174.76
434979	10/01/2019	Open	One Workplace L Ferrari, LLC dba Peninsula Busines	\$6,021.60

City of Salinas

Claim Check Report #434857-435035

From Payment Date: 10/1/2019 - To Payment Date: 10/1/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
434980	10/01/2019	Open	Pacific Gas and Electric Company	\$2,792.06
434981	10/01/2019	Open	Pacific Gas and Electric Company	\$8,663.08
434982	10/01/2019	Open	Pacific Truck Parts Inc	\$1,602.94
434983	10/01/2019	Open	Patricia Meraz	\$139.52
434984	10/01/2019	Open	Pedro C Estrada Dba Estrada Janitorial Service	\$5,700.00
434985	10/01/2019	Open	Pinnacle Medical Group Inc	\$426.00
434986	10/01/2019	Open	PNC Equipment Finance, LLC	\$101,822.26
434987	10/01/2019	Open	Polaris Consulting	\$17,343.75
434988	10/01/2019	Open	Precision Auto Body And Paint	\$10,909.53
434989	10/01/2019	Open	Preferred Alliance Inc.	\$616.00
434990	10/01/2019	Open	Progress Software Corporation	\$1,870.00
434991	10/01/2019	Open	Quality Water Enterprises	\$468.95
434992	10/01/2019	Open	R3 Consulting Group, Inc.	\$51,915.00
434993	10/01/2019	Open	Rabobank N.A	\$31.46
434994	10/01/2019	Open	Ray Corpuz	\$92.79
434995	10/01/2019	Open	RDO Equipment Company	\$174.77
434996	10/01/2019	Open	Recorded Books	\$36.54
434997	10/01/2019	Open	Red Mountain Inc	\$191.36
434998	10/01/2019	Open	Remcho, Johansen & Purcell, LLP	\$5,035.00
434999	10/01/2019	Open	Remy Moose and Manley Attorneys at Law LLP	\$1,508.80
435000	10/01/2019	Open	Rincon Consultants, Inc.	\$9,496.25
435001	10/01/2019	Open	Salinas Kushikino Inc.	\$100.00
435002	10/01/2019	Open	Salinas Police Activities League	\$100.00
435003	10/01/2019	Open	Salinas Valley Tourism And Visitors Bureau	\$10,000.00
435004	10/01/2019	Open	Same Day Shred	\$32.50
435005	10/01/2019	Open	San Lorenzo Lumber	\$153.11
435006	10/01/2019	Open	Saul Ramirez Morales Authorized Matco Tools Dist.	\$707.78
435007	10/01/2019	Open	Sentry Alarm System	\$846.00
435008	10/01/2019	Open	SGS Testcom Inc	\$1.08
435009	10/01/2019	Open	Shahram Farahmand Dba Turf Club Catering	\$106.56
435010	10/01/2019	Open	Smart and Final Iris	\$786.51
435011	10/01/2019	Open	Smile Business Products, Inc.	\$430.22
435012	10/01/2019	Open	Smith and Enright Landscaping	\$12,809.94
435013	10/01/2019	Open	Star Sanitation Services	\$288.03
435014	10/01/2019	Open	State of California Dept of Industrial Relations	\$225.00
435015	10/01/2019	Open	Target Pest Control	\$110.00
435016	10/01/2019	Open	The DJ Booth	\$625.00
435017	10/01/2019	Open	Tina La Perle	\$3,495.00
435018	10/01/2019	Open	Tope's Tree Service, Inc	\$17,720.00
435019	10/01/2019	Open	Tri County Fire Protection	\$481.00
435020	10/01/2019	Open	Trowbridge Enterprises dba Palace Art and Office S	\$1,727.96

City of Salinas

Claim Check Report #434857-435035

From Payment Date: 10/1/2019 - To Payment Date: 10/1/2019

Number	Date	Status	Payee Name	Transaction Amount
General Account - General Account				
<u>Check</u>				
435021	10/01/2019	Open	U.S. Bank National Association ND	\$2,634.62
435022	10/01/2019	Open	United States Postal Service	\$2,406.50
435023	10/01/2019	Open	V & S Auto Care, Inc. dba One Stop Auto Care	\$41.75
435024	10/01/2019	Open	Vals Plumbing and Heating Inc	\$1,682.46
435025	10/01/2019	Open	W W Grainger Inc	\$2,714.30
435026	10/01/2019	Open	W&M Marketing Group Inc dba B-Impressed Branding	\$255.06
435027	10/01/2019	Open	Walmart Community BRC	\$826.06
435028	10/01/2019	Open	Willdan Financial Services	\$1,125.00
435029	10/01/2019	Open	Adriana Paz	\$845.09
435030	10/01/2019	Open	Brent Linsky	\$1,563.00
435031	10/01/2019	Open	Brian Johnson	\$437.35
435032	10/01/2019	Open	Salinas City Elementary School District	\$144.82
435033	10/01/2019	Open	Traci Britt	\$75.00
435034	10/01/2019	Open	Yen Thi Hong Truong	\$75.00
435035	10/01/2019	Open	Zumwalt Construction, Inc	\$4,689.00
Type Check Totals:				\$532,768.29
General Account - General Account Totals				



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-465, **Version:** 1

Right of Way Agreement for the Bardin Road Project (CIP 9218)

Approve a Resolution authorizing the Mayor to execute a Right of Way Agreement with Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini and The Bengard Family Partnership for acquisition of 3,186.60 square feet of property.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **SEPTEMBER 10, 2019**

DEPARTMENT: **PUBLIC WORKS**

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

BY: **EDA HERRERA, SENIOR CIVIL ENGINEER**

TITLE: **THOMAS A. BENGARD, BARDIN E. BENGARD, TRACY M. PEZZINI AND THE BENGARD FAMILY PARTNERSHIP RIGHT OF WAY AGREEMENT FOR THE BARDIN ROAD PROJECT (CIP 9218)**

RECOMMENDED MOTION:

A motion is sought to acquire a portion of the necessary right of way to the City of Salinas to build the Bardin Road Safe Routes to School (SRTS) Improvements.

RECOMMENDATION:

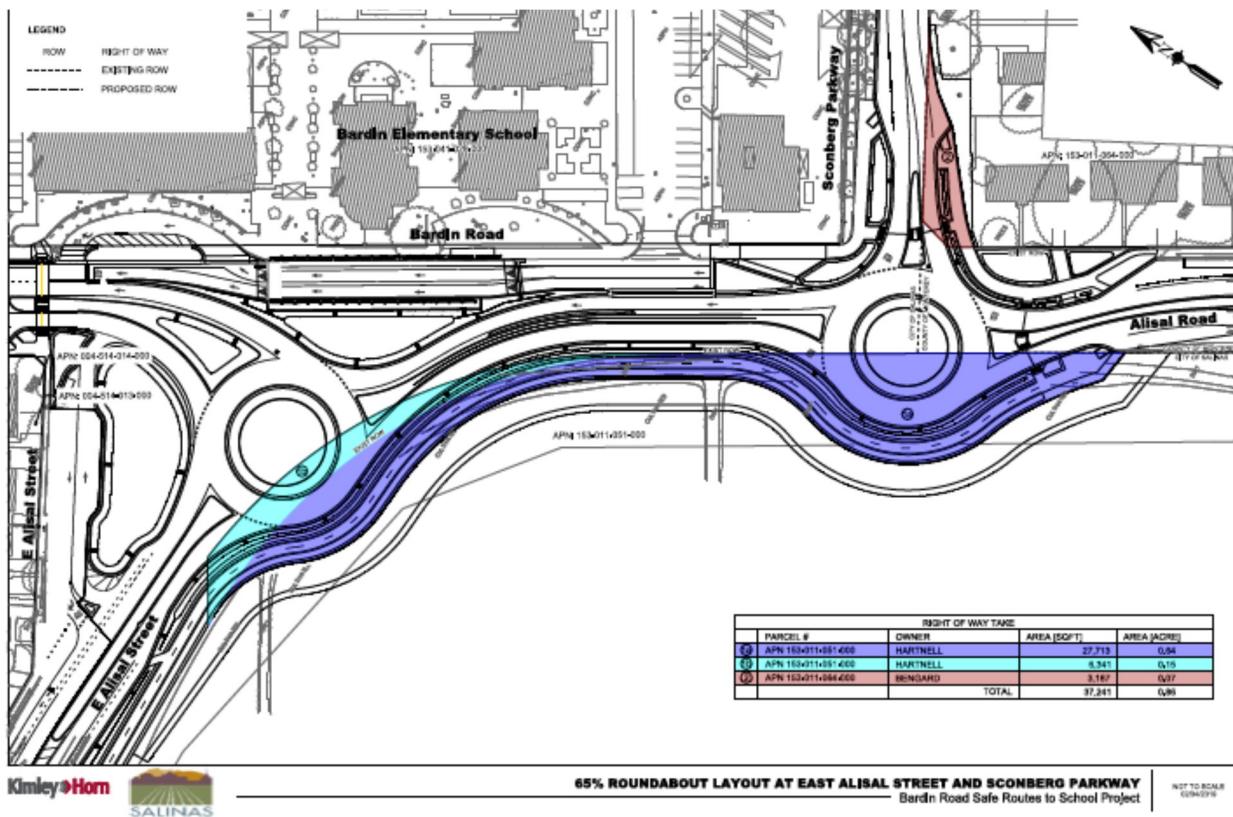
It is recommended that the City Council approve the attached resolution and authorize the Mayor to execute a Right of Way Agreement with Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini and The Bengard Family Partnership I, L.P. for the City's Bardin Road SRTS project for acquisition of 3,186.60 sf of property.

EXECUTIVE SUMMARY:

For the past two-years the City's Public Works Department has shared design concepts with the community that would make Bardin Road in front of Bardin Elementary School, (from Williams Road to Sconberg Parkway), safer for children, their parents, school employees, and the general public using various modes of transportation. Construction plans began in April 2017 with the approval of the design contract with Kimley Horn, and when that agreement was awarded, staff described four critical steps toward completion of the project: 1) project approval and environmental documents; 2) preparing the plans, specifications and estimates, (PS&E); 3) utility and right of way coordination, and; 4) construction. This staff report is part of Step 3- utility relocation and Right of Way ("ROW") acquisition. After meeting with Bardin Bengard several times and he meeting with his relatives that are part owner of the parcel, an agreement was made for payment of \$1,000 for acquiring 3,186.60 square feet of an existing dirt road shoulder in fee, a combined 2,986.16 square feet in temporary construction easement, installation of a walkway in front of the property, and restoration of a driveway after construction is complete. This agreement is now being brought forth in this report for the City's approval.

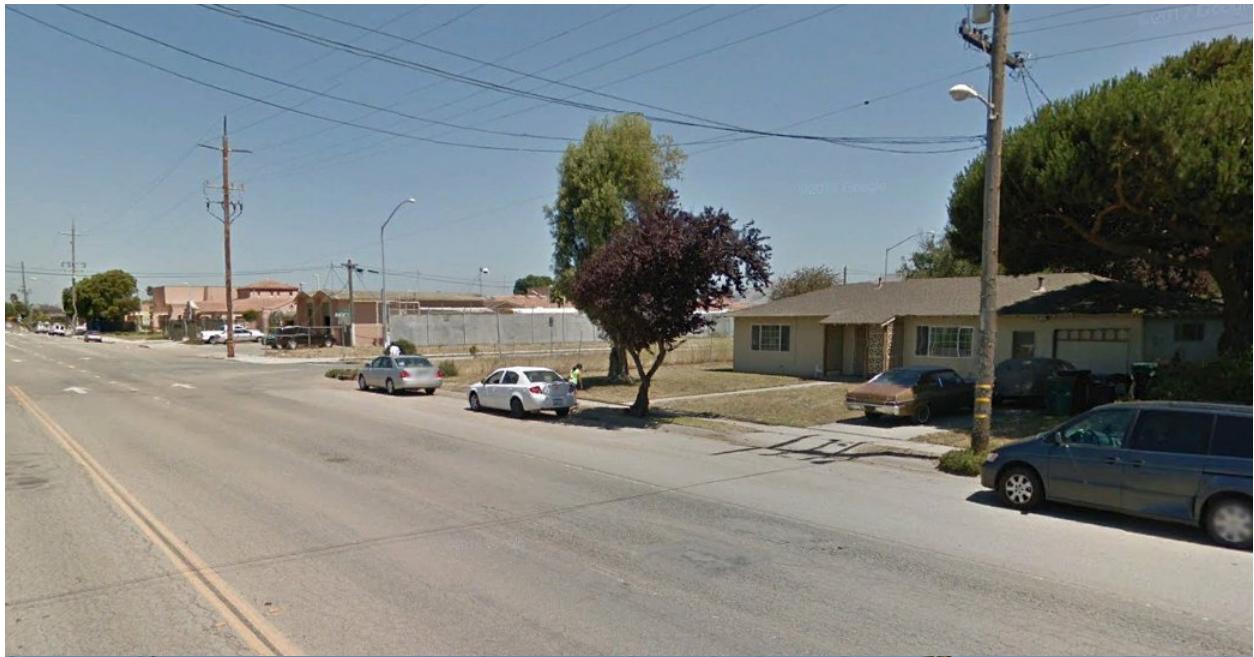
BACKGROUND:

Bardin Elementary School is located at the south-eastern edge of the City, at a “T” shaped intersection between rural farming roads, the busy East Alisal Street arterial and a growing residential presence. Due to the increasing traffic in this area, unsafe driving conditions occur daily as parents drop-off and pick up school children, making illegal U-Turns, and traffic congestion. Access to the school by other modes of transportation have not been accommodated. These conditions make the project an excellent candidate for the “Active Transportation Program” grant program. In 2016, the State Caltrans awarded the City \$4.3 million to design and build the project. Design began in earnest in April 2017 and the result is an impressive set of roundabouts that channel through traffic around the school and provides two lanes of right-of-way for parents to safely drop off and pick up their children. It also provides new safe pedestrian and bicycle access from all directions.



The roundabouts require the ROW to be widened at Sconberg Parkway, that leads from the Montebella subdivision, to Alisal Road. When the PSE was at the 60% completion mark, the City added \$3 million in MX to the budget to pay for the additional improvements. In August, 2018, a ROW specialist was retained to appraise the land needed for the ROW and to help the City negotiate the acquisitions. There were no hazardous materials or other issues discovered during the City's due diligence, making the negotiations fairly simple. Exhibit above illustrates the Subject fee acquisition in Red.

During the negotiations, the property owner wanted an illustration of how this acquisition would impact the property. Below is a before and after illustration:



If approved by the City Council, the Agreement will be executed and included in the City's package to Cal Trans soon after so that the State could award the remaining funding needed to complete the project. Assuming the utilities complete their plans for relocation, the City should be ready to bid the project the first of the year.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c) “Existing Facilities, Class 1) because the project proposes to repair, maintain and alter existing facilities.

Furthermore, the project does not qualify for any of the exceptions to the categorical exemptions found at CEQA Guidelines Section 15300.2.(a-f). The City’s CEQA consultant, EMC Planning Group, conducted an independent review and evaluation of the proposed project, conducted independent research, and reviewed technical documentation prepared by the City. The documentation included a traffic analysis memo and technical inputs to the California Department of Transportation’s Preliminary Environmental Study form. Based on its review, EMC planning group concluded that none of the exceptions listed in the above mentioned guidelines applied to the proposed project.

STRATEGIC PLAN INITIATIVE:

This project will improve the City’s infrastructure and the quality of life of its residents.

DEPARTMENTAL COORDINATION:

This project has been shared with Community Development and the Alisal Vibrancy Plan effort. It is featured as one of the many projects that benefit from collaboration with the Finance Department to issue bonds for MX last spring and this fiscal year. This project relies upon many critical relationships in the community as well, including stakeholders related to the school, surrounding property owners, Hartnell Community College District and their tenant, Bengard Ranch, PGE and other utilities.

FISCAL AND SUSTAINABILITY IMPACT:

The purchase price of the Right of Way acquisition is \$1,000. The City received an Active Transportation (ATP) grant totaling \$4.43M to fund the environmental, design, right of way and a portion of the construction expenses. A small portion of these funds (\$36,150) were used to hire Right of Way acquisition consultant, Hamner Jewell and Associates to perform the right of way acquisition for Hartnell College and Bengard Family Partnership.

ATTACHMENTS:

Resolution and Agreement

RESOLUTION NO. _____ (N.C.S.)
RIGHT OF WAY AGREEMENT BETWEEN
THOMAS A. BENGARD, BARDIN E. BENGARD, TRACY M. PEZZINI AND THE
BENGARD FAMILY PARTNERSHIP I, L.P. AND CITY OF SALINAS

WHEREAS, in 2016, the City Council accepted a \$4.43 million Active Transportation Grant (ATP) for the Safe Routes to School (SRTS) program to improve Bardin Road from Williams Road to past Bardin Elementary School to Sconberg Parkway; and

WHEREAS, on October 12, 2016, a Request for Proposals (RFP) was advertised seeking a qualified firm to design the improvements, and on April 4, 2017, the Council adopted Resolution 21145 awarding the design to Kimely Horn and Associates; and

WHEREAS, on December 11, 2017 the project's Notice of Exemption was filed by the City of Salinas as the project is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301(c) "Existing Facilities, Class 1) because the project proposes to repair, maintain and alter minor existing facilities; and

WHEREAS, as planned, and on schedule, the 100% design was completed in July 2019, and is being prepared for Cal Trans submittal and approval; and

WHEREAS, part of the Cal Trans submittal includes proof that the City has secured 37,046 square feet (.85 acres) of Right of Way (ROW) necessary to build the project, and this involves a property transfer from two property owners: 3,187 square feet from Bengard Ranch at the south east corner of Alisal Street and Sconberg Parkway, and 33,859 square feet from Hartnell Community College District, who's grant deed has been filed, on the south western side of Alisal Street and Bardin Road; and

WHEREAS, on April 2, 2019 the City Council and Hartnell College Board of Trustees agreed to sign and execute the Property Transfer Agreement for 33,859 square feet of ROW to the City of Salinas.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council does agree with and hereby finds that the staff report accompanying this Resolution, and the Recitals of this Resolution are true and correct.

BE IT FURTHER RESOLVED that the City Council approves this Resolution and authorizes the Mayor to execute the attached Right of Way Agreement with Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini and The Bengard Family Partnership I, L.P. on behalf of the City and that it become effective immediately; and

BE IT FURTHER RESOLVED, that the City Council authorizes the City Manager to take such other actions and execute such other documents as are appropriate to effectuate the intent of this Resolution.

PASSED AND APPROVED this 10th day of September 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PARCEL NO.: 153-011-064

PROJECT: City of Salinas – Bardin Rd. Safe Routes to School
OWNER: Thomas A. Bengard, Bardin E. Bengard,
Tracy M. Pezzini and The Bengard Family Partnership

**RIGHT OF WAY AGREEMENT
(WITH ESCROW INSTRUCTIONS)**

THIS AGREEMENT is made and entered into by and between

Thomas A. Bengard, an unmarried man, as to an undivided 16% interest; Bardin E. Bengard, a married man, as his sole and separate property, as to an undivided 16% interest; Tracy M. Pezzini, a married woman, as her sole and separate property, as to an undivided 16% interest and the Bengard Family Partnership I, L.P., as to an undivided 52% interest,

(hereinafter called “Grantor”), and

The City of Salinas,

(hereinafter called “City”).

An instrument in the form of a Grant Deed (“Deed”) covering the property particularly described therein (“Property”), has been executed concurrently with this Agreement and delivered to City representatives.

In consideration of which, and other considerations hereinafter set forth, it is mutually agreed as follows:

1. The parties have herein set forth the whole of their agreement. The performance of this Agreement constitutes the entire consideration for said document and shall relieve the City of all further obligation or claims on this account, or on account of the location, grade or construction of the proposed public improvement, except as stated in Paragraphs 2.E. and 2.F. below.

2. The City shall:

A. **PAYMENT** - Pay to the order of the Grantor the sum of One Thousand Dollars (\$1,000) as consideration in full for the Property, for the loss, replacement and moving of any improvements, and for entering into this Agreement. Said sum shall be paid when title to the Property has vested in City free and clear of all liens, encumbrances, assessments, easements and leases recorded or unrecorded, except for recorded public utility easements and public right of way.

B. **RECORDATION OF INSTRUMENT** - Accept the Deed and cause the same to be recorded in the office of the Monterey County Recorder at such time as when clear title can be conveyed.

C. MISCELLANEOUS COSTS - Pay any escrow, title insurance, and recording fees incurred in this transaction.

D. CLEARANCE OF BONDS, ASSESSMENTS, OR DELINQUENT TAXES - Have the authority to deduct and pay from the amount shown in Clause 2.A. above any amount necessary to satisfy any bond demands and delinquent taxes due in any year except the year in which the Deed records, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien as of the date of recordation of the Deed.

E. CONSTRUCTION AND RESTORATION – Shall, upon completion of construction, generally restore the temporary construction easement to a comparable or better condition than that which existed prior to City's project construction, to the extent reasonably practical.

Said restoration/shall include relocation/restoration of any existing fence, conformance of any driveways and walkways impacted by the Project and relocation of any impacted private and public utilities. Grantor grants permission to City employees, its authorized agents, and contractors to enter its land on the northwest portion of the property in order to construct, at no expense to Grantor, a like-kind walkway extension to connect the existing walkway to Grantor's driveway as shown on the attached Exhibit A. City, its authorized agents or contractors, shall relocate any impacted fence on the Property or removed due to the project construction to the new right of way line.

In addition, Grantor grants permission to City employees, its authorized agents, and contractors to utilize Grantor's land around the connection of Grantor's private road to Alisal Road in order to conform the elevation change of Grantor's existing sidewalks, ADA compliant pedestrian ramps, and private road to the new street improvements of the project. Such work shall include that the City and/or its contractors will repave the asphalt within the temporary construction easement to conform to the new street improvements and repave any portion of the easement area that is in broken and in disrepair.

Upon completion of said construction, Grantor shall defend, indemnify, and hold harmless the City from any and all claims, damages, costs, judgments, or liability arising from the project described in this paragraph E including any use of the new walkway on Grantor's remaining property.

Grantor understands and agrees than upon completion of any such construction contract work, said fencing, any impacted private utilities, and the walkway, driveway and sidewalks on Grantor's remaining property will become the sole property of Grantor and Grantor will be responsible for all future maintenance, repair and replacement.

Grantor hereby grants City, its authorized agents and contractors, as part of the compensation set forth in section 2A, permission to enter onto Grantor's property, as needed, to perform the work described in this section. Said permission shall include, but not be limited to, the right to bring personnel and equipment onto Grantor's property for the purpose of completing the work.

All work shall be done at City expense in conjunction with City's project construction.

F. INDEMNIFICATION - Indemnify and hold harmless Grantor from any and all claims, damages, costs, judgments, or liability proximately caused by City or its officers, employees, or agents specifically arising from City construction and restoration work on the Property.

3. The Grantor:

A. PAYMENT ON MORTGAGE OR DEED OF TRUST - Agrees that any or all monies payable under this Agreement up to and including the total amount of the unpaid principal and interest on the note(s) secured by mortgage(s) or deed(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said mortgage(s) or deed(s) of trust, shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(s) entitled thereunder. Grantor shall cooperate with the Escrow Officer in obtaining lien clearance documents from any and all creditors holding liens against the Property.

B. LEASE INDEMNIFICATION - Warrants there are no oral or written leases on all or any portion of the Property, or if there are such leases, Grantor agrees to hold the City harmless and reimburse City for any and all of its losses and expenses occasioned by reason of any lease of said Property held by tenant of Grantor.

C. PERMISSION TO ENTER - Hereby grants to the City, its agents and contractors, permission to enter the Property prior to the close of escrow for the purposes of preparation for the construction of the City's facilities, subject to all applicable terms and conditions contained in this Agreement and the associated Deed. No construction will take place until after payment under section 2A above has been tendered to Grantor.

D. TITLE INDEMNITY AND WARRANTY - In consideration of the City waiving the requirements to clear any defects and imperfections in all matters of record title, the Grantor indemnifies and holds the City harmless from any and all claims that other parties may make or assert on the title to the Property. Grantor's obligation to indemnify the City shall not exceed the amount paid to the Grantor under this Agreement. Grantor hereby represents and warrants that he/she/they are the sole vested owners of the Property, holding all ownership and possessory rights, and are the authorized signatories to grant the rights referenced in this Agreement without conflict or claims from other parties.

E. HAZARDOUS SUBSTANCES - Represents and warrants, to the best of Grantor's knowledge, and after reasonable inquiry, the following:

During Grantor's ownership of the Property, Grantor knows of no disposal, releases, or threatened releases of hazardous substances on, from, or under the Property or Grantor's remaining adjacent property. Grantor further represents and warrants that Grantor has no knowledge of disposal, release, or threatened release of hazardous substances on, from, or under the Property, or Grantor's remaining adjacent property, which may have occurred prior to Grantor's ownership.

There is no pending claim, lawsuit, agency proceeding, or any administrative challenge concerning the presence or use of hazardous substances on or within the Property or Grantor's remaining adjacent property.

Grantor has not used the Property, or Grantor's remaining adjacent property, for any industrial operations that use hazardous substances. Grantor is not aware of any prior use of such property. Grantor has not installed any underground storage tanks, above ground storage tanks, barrels, sumps, impoundments or other containers used to contain hazardous substances on any part of the Property or Grantor's remaining adjacent property. Grantors are not aware of any such prior installations. The purchase price of the Property being acquired reflects the fair market value of the Property without the presence of contamination. If the Property is found to be contaminated by the presence of hazardous substances which require mitigation under Federal or State law, City may elect to recover its cleanup costs from those who caused or contributed to the contamination.

4. The Parties agree:

A. ESCROW - At City's option, to open an escrow in accordance with this Agreement at an escrow company of City's choice. Opening an escrow shall be at City's sole discretion and City may decide to process this transaction without the use of an escrow agent. However, if an escrow agent is utilized, this Agreement constitutes the joint escrow instructions of City and Grantor, and the escrow agent to whom these instructions are delivered is hereby empowered to act under this Agreement. The parties hereto agree to do all acts necessary to close this escrow in the shortest possible time.

If an escrow is utilized, as soon as possible after opening of escrow, City will deposit the executed Deed by Grantor, with Certificate of Acceptance attached, with the escrow agent on Grantor's behalf. City agrees to deposit the purchase price upon demand of escrow agent. City and Grantor agree to deposit with escrow agent all additional instruments as may be necessary to complete this transaction. All funds received in this escrow shall be deposited with other escrow funds in a general escrow fund account(s) and may be transferred to any other such escrow trust account in any State or National Bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account.

Any taxes which have been paid by Grantor, prior to opening of this escrow, shall not be pro-rated between City and Grantor, but Grantor shall have the sole right after close of escrow, to apply to the County Tax Collector of said County for any refund of such taxes which may be due Grantor for the period after City's acquisition.

i) ESCROW AGENT DIRECTIVES - Escrow Agent is authorized to, and shall:

- a) Pay and charge Grantor for any unpaid delinquent taxes and/or any penalties and interest thereon, and for any delinquent assessments or bonds against that portion of Grantor's property subject to this transaction as required to convey clear title.
- b) Pay and charge City for any escrow fees, charges and costs payable under Paragraph 2.C. of this Agreement;
- c) Disburse funds and deliver Deed when conditions of this escrow have been fulfilled by City and Grantor.

d) Following recording of Deed from Grantor, if requested by City, provide City with a CLTA Standard Coverage Policy of Title Insurance in the amount of \$1,000 issued by a Title Company of City's choice showing that title to the Property is vested in City, subject only to the following exceptions, and the printed exceptions and stipulations in said policy:

- 1) Real Property Taxes for the fiscal year in which escrow closes;
- 2) Public utility easements and public rights of way;
- 3) Items No. 3-22 of the preliminary title report issued by First American Title Company, dated September 19, 2018, referenced as Order No. 2701-5795405;
- 4) Other items that may be approved in writing by City in advance of the close of escrow.

ii) **CLOSE OF ESCROW** - The term "close of escrow", if and where written in these instructions, shall mean the date necessary instruments of conveyance are recorded in the office of the County Recorder. Recordation of instruments delivered through this escrow is hereby authorized.

B. JUDGMENT IN LIEU OF DEED - In the event Grantor does not deliver title in a reasonable time under the terms of the Agreement, the City may file an action in eminent domain to pursue the acquisition of the Property, and this Agreement shall constitute a stipulation which may be filed in said proceedings as final and conclusive evidence of the total amount of damages for the taking, including all of the items listed in Section 1260.230 of the Code of Civil Procedure, regarding said property rights.

C. ARTICLE HEADINGS - Article headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants and conditions of this Agreement.

D. COMPLETE UNDERSTANDING - This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, superseding all negotiations, prior discussions, and preliminary agreements or understandings, written or oral. This Agreement may not be amended except in writing by the parties hereto or their successors or assigns.

E. CITY COUNCIL APPROVAL - This Agreement is subject to and conditioned upon approval by the Salinas City Council. This Agreement is not binding upon the City until executed by the appropriate City official(s) acting in their authorized capacity.

F. COUNTERPARTS - This Agreement may be executed in counterparts, each of which so executed shall irrespective of the date of its execution and delivery be deemed an original, and all such counterparts together shall constitute one and the same document.

G. ELECTRONIC AND FACSIMILE SIGNATURES - In the event that the parties hereto utilize electronic or facsimile documents which include signatures, such documents shall be

accepted as if they bore original signatures provided that documents bearing ORIGINAL SIGNATURES are provided following transmittal of the electronic or facsimile signature. Documents for recordation by the Clerk Recorder must contain original signatures.

No Obligation Other Than Those Set Forth Herein Will Be Recognized.

GRANTOR:

Thomas A. Bengard

Date: _____

Bardin E. Bengard

Date: _____

Tracy M. Pezzini

Date: _____

The Bengard Family Partnership I, L.P.

By: _____
Name: Bardin E. Bengard
Title: General Partner

Date: _____

GRANTOR'S MAILING ADDRESS:

Bengard Family
P.O. Box 80090
Salinas, CA 93912-0090

CITY OF SALINAS

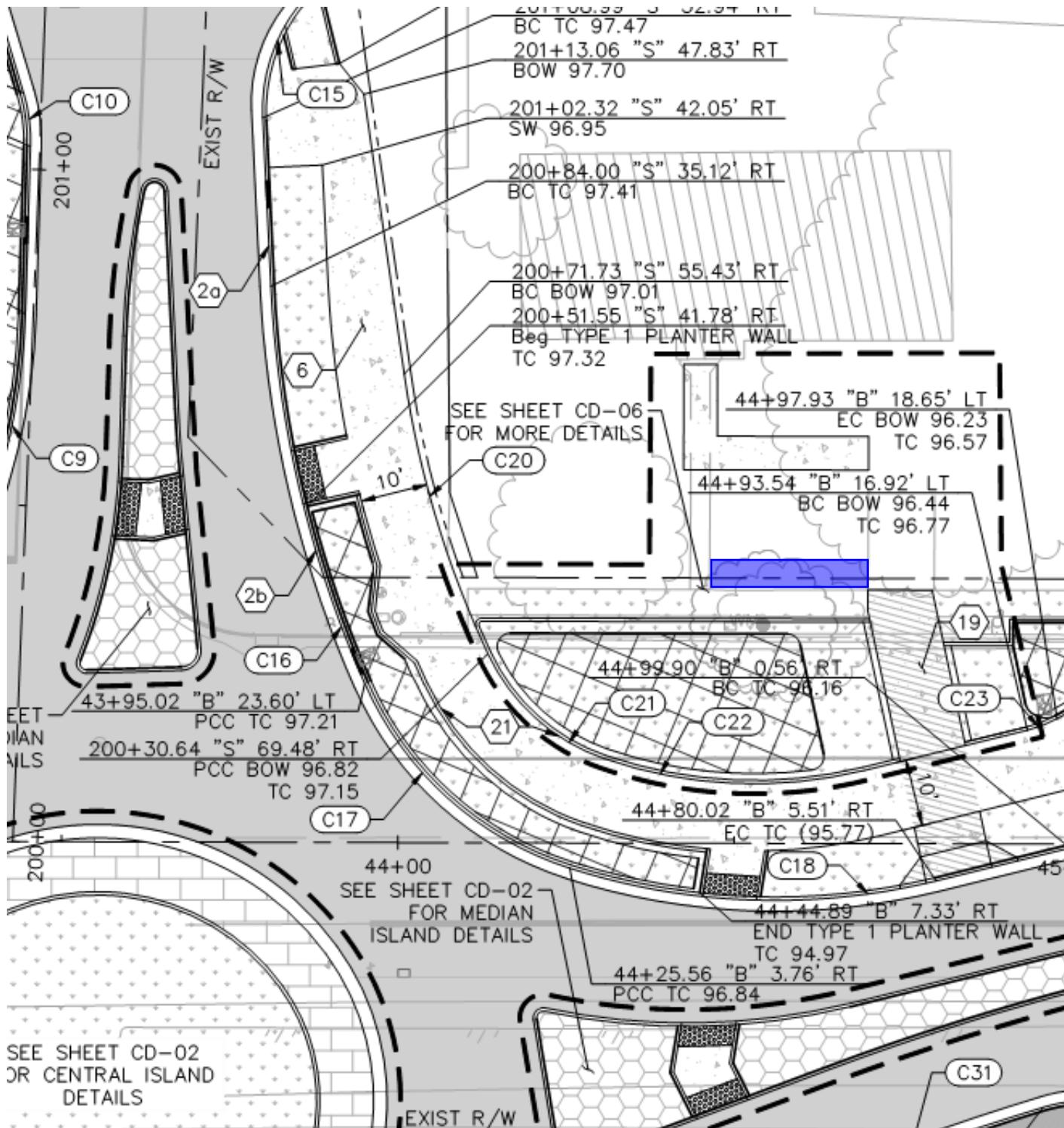
By: _____
Name:
Title:

Date: _____

MAILING ADDRESS OF CITY:

The City of Salinas
Attn: Eda Herrera
200 Lincoln Ave.
Salinas, CA 93901

B" LINE 45+00
L-03



Sidewalk Option:
Existing walkway to remain with extension of walkway towards the driveway.

Exhibit A
To Right-of-Way Agreement

Recording requested by:

Hamner, Jewell & Associates
Government Real Estate Services

When recorded, mail to:

City of Salinas
Attn: City Clerk
200 Lincoln Ave.
Salinas, CA 93901

Exempt from the \$75 Building and Jobs Act Fee per Gov't Code §27388.1(2)(D) Public Agency
No fee pursuant to Government Code § 6103
No Documentary Transfer Tax per R&T Code § 11922
No Recording Fee per Government Code § 27383

GRANT DEED
(To the City of Salinas)

APN: 153-011-064

For a valuable consideration, receipt of which is hereby acknowledged,

Thomas A. Bengard, an unmarried man, as to an undivided 16% interest; Bardin E. Bengard, a married man, as his sole and separate property, as to an undivided 16% interest; Tracy M. Pezzini, a married woman, as her sole and separate property, as to an undivided 6% interest and the Bengard Family Partnership I, L.P., as to an undivided 52% interest,

(hereinafter referred to as "Grantor"),

hereby grants to the City of Salinas, a charter City and Municipal Corporation

(hereinafter referred to as "Grantee"),

the following described interests in real property located in the City of Salinas, County of Monterey, State of California:

In Fee:

All that certain property described in Exhibit "A" and depicted in Exhibit "B", attached hereto and incorporated herein; and

Temporary Construction Easement

A temporary easement for construction and related purposes, in, on, over, under, along, through, and across that certain portion of land, described in Exhibit "C" and depicted in Exhibit "D", attached hereto and incorporated herein.

Said Temporary Construction Easement shall commence on November 1, 2019, and shall automatically terminate upon completion of Grantee's construction, or October 31, 2022,

whichever occurs first. Grantor shall have use of the property described in Exhibit "C" and depicted in Exhibit "D" until Grantee takes physical possession.

In case of unpredictable delays in construction, upon written notification, the terms of the Temporary Easement may be extended by an amendment to this deed. Grantor shall be compensated based on the fair market value of the Temporary Construction Easement area described in Exhibit "C" and depicted in Exhibit "D" at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original period.

Upon completion of construction of Grantee's project, except vegetation, said Temporary Construction Easement area shall be generally restored by Grantee to the condition that existed prior to construction, to the extent reasonably practical.

The provisions hereof shall inure to the benefit of the Grantee, its successors and assigns, and shall bind the heirs, executors, administrators, assigns and successors in interest of the respective parties hereto, and all covenants shall apply to and run with the above-described property.

GRANTOR:

Thomas A. Bengard

Date: _____

Bardin E. Bengard

Date: _____

Tracy M. Pezzini

Date: _____

The Bengard Family Partnership I, L.P.

By: _____
Name: Bardin E. Bengard
Title: General Partner

Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, Thomas A. Bengard, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared Bardin E. Bengard, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared Tracy M. Pezzini, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____

On _____ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Salinas hereby accepts for public purposes the real property, or interest therein, described in that Grant Deed dated _____, from Thomas A. Bengard, Bardin E. Bengard, Tracy M. Pezzini, and the Bengard Family Partnership I, L.P., grantor therein, to the City of Salinas, grantee therein, and consents to the recordation thereof.

In Witness Whereof, I have hereunto set my hand this _____ day of _____, 2019.

By: City of Salinas

Name: _____

Title: _____

ATTEST:

By _____

Name: _____

Title: _____

EXHIBIT A
Legal Description
Bengard Family Partnership
June 2019
APN: 153-011-064

That portion of Rancho El Alisal, in the City of Salinas, County of Monterey, State of California, as described in the deed filed in Volume 127, Page 107 of Deeds in the office of the County Recorder of said County, described as follows:

Parcel 1

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the Record of Survey filed in Volume 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 279.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 1st, leaving said right of way, southwesterly 45.35 feet along said curve, through a central angle of 9°17'47";

Thence 2nd, S45°21'22"W, a distance of 5.55 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 28.28 feet;

Thence 3rd, 4.49 feet along said curve, through a central angle of 9°05'43";

Thence 4th, S33°43'38"W, a distance of 27.44 feet;

Thence 5th, S48°28'18"W, a distance of 16.26 feet;

Thence 6th, S47°53'57"W, a distance of 47.06 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 146.80 feet;

Thence 7th, 31.42 feet along said curve, through a central angle of 12°15'42" to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8th, along said right of way, N33°46'00"W, a distance of 20.93 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9th, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10th, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.

EXHIBIT A
Legal Description
Bengard Family Partnership
June 2019
APN: 153-011-064

Containing 3,186.60 square feet, more or less.

Notes:

- The above legal description is based on the information and land references shown on the map filed in Volume 34, Page 12, of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 4 grid, NAD83 (NSRS2007), Epoch 2011.00 as computed by the CSRC on May 13, 2011, defined locally by the CSRN. To obtain ground level distances, multiply grid distances by 1.000058063.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

 6/26/19
Andrew T. LaBine, PLS 9497 Date



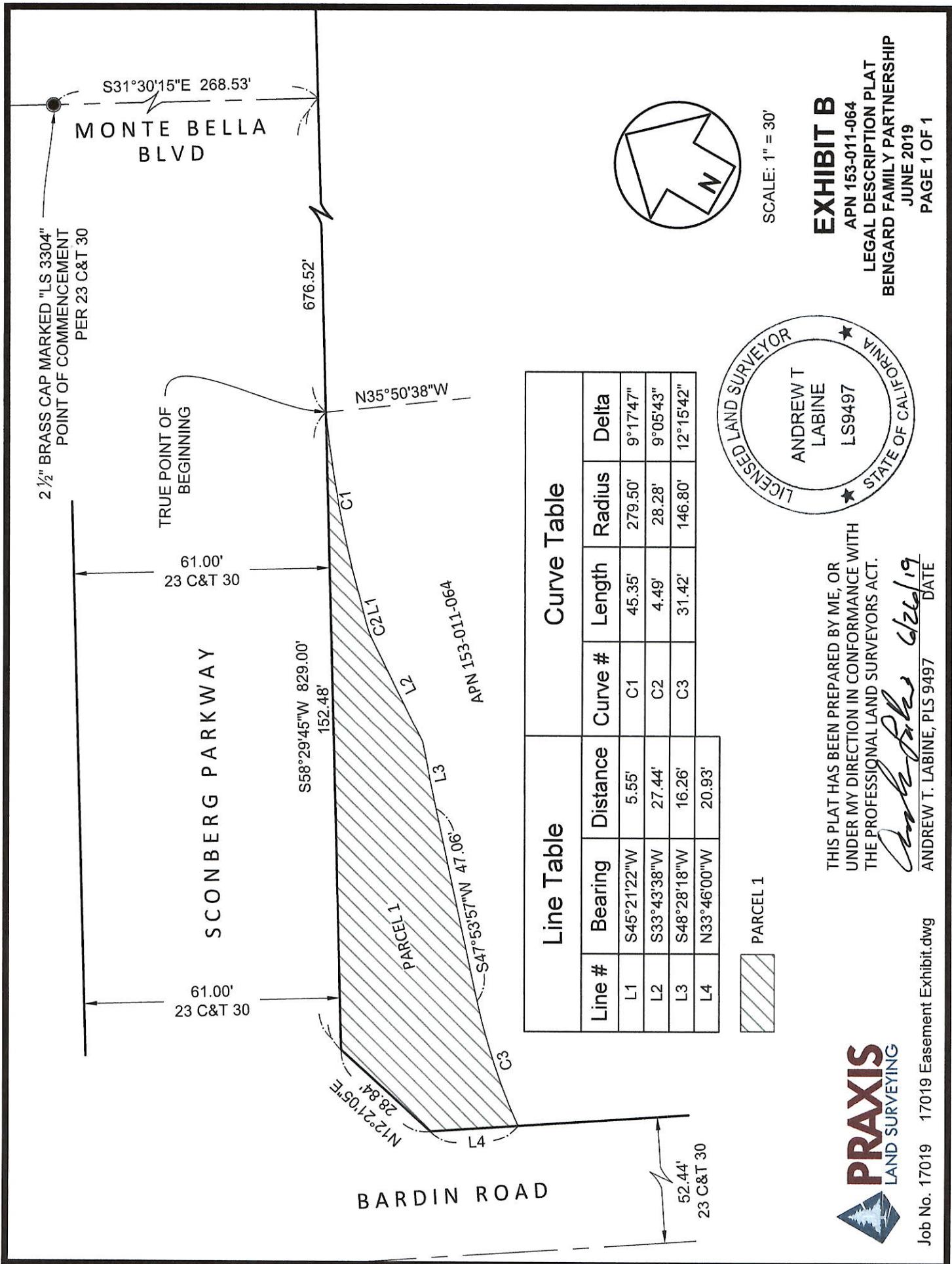


EXHIBIT C
Legal Description
Bengard Family Partnership
June 2019
APN: 153-011-064

Those portions of Rancho El Alisal, in the City of Salinas, County of Monterey, State of California, as described in the deed filed in Volume 127, Page 107 of Deeds in the office of the County Recorder of said County, described as follows:

Temporary Construction Easement – Parcel 1

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the map filed in Book 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning;

Thence 1st, leaving said right of way, S35°50'38"E, a distance of 5.00 feet to the beginning of a non-tangent curve, concave southeasterly, having a radius of 274.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 2nd, 43.50 feet along said curve, through a central angle of 9°04'44";

Thence 3rd, S34°26'23"E, a distance of 22.10 feet;

Thence 4th, S56°07'11"W, a distance of 55.74 feet;

Thence 5th, S55°36'50"W, a distance of 44.22 feet;

Thence 6th, S55°38'25"W, a distance of 17.87 feet;

Thence 7th, S37°58'00"W, a distance of 13.27 feet to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8th, along said right of way, N33°46'00"W, a distance of 23.07 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9th, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10th, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.

Except that portion lying within the Reference Parcel, as described below.

EXHIBIT C
Legal Description
Bengard Family Partnership
April 2019
APN: 153-011-064

Containing 1736.16 square feet, more or less.

Reference Parcel

Commencing at a point in the centerline of Monte Bella Boulevard, identified by a 2 ½" brass cap marked "LS 3304" as shown on the Record of Survey filed in Volume 34, Page 12 of Surveys in the office of the County Recorder of said County;

Thence, along the centerline of Monte Bella Boulevard, S31°30'15"E, a distance of 268.53 feet to a point on the southeasterly right of way of Sconberg Parkway (61 feet wide) as shown on said Record of Survey;

Thence, along said southerly right of way, S58°29'45"W, a distance of 676.52 feet to the True Point of Beginning, being the beginning of a non-tangent curve, concave southeasterly, having a radius of 279.50 feet, and to which beginning a radial line bears N35°50'38"W;

Thence 1st, leaving said right of way, southwesterly 45.35 feet along said curve, through a central angle of 9°17'47";

Thence 2nd, S45°21'22"W, a distance of 5.55 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 28.28 feet;

Thence 3rd, 4.49 feet along said curve, through a central angle of 9°05'43";

Thence 4th, S33°43'38"W, a distance of 27.44 feet;

Thence 5th, S48°28'18"W, a distance of 16.26 feet;

Thence 6th, S47°53'57"W, a distance of 47.06 feet to the beginning of a tangent curve, concave southeasterly, having a radius of 146.80 feet;

Thence 7th, 31.42 feet along said curve, through a central angle of 12°15'42" to the northeasterly right of way of Bardin Road as shown on said Record of Survey;

Thence 8th, along said right of way, N33°46'00"W, a distance of 20.93 feet to the southeasterly right of way of Sconberg Parkway;

Thence 9th, along said right of way, N12°21'05"E, a distance of 28.84 feet;

Thence 10th, continuing along said right of way, N58°29'45"E, a distance of 152.48 feet to the True Point of Beginning.

EXHIBIT C
Legal Description
Bengard Family Partnership
June 2019
APN: 153-011-064

Temporary Construction Easement – Parcel 2

Commencing at a point on the northeasterly right of way of Bardin Road, being the southeasterly terminus of the 8th course of Temporary Construction Easement – Parcel 1 as described above;

Thence, along the northeasterly right of way of Bardin Road, S33°46'00"E, a distance of 354.27 feet to the True Point of Beginning;

Thence 1st, continuing along said right of way, S33°46'00"E, a distance of 50.00 feet;

Thence 2nd, leaving said right of way, N56°14'00"E, a distance of 25.00 feet;

Thence 3rd, N33°46'00"W, a distance of 50.00 feet;

Thence 4th, S56°14'00"W, a distance of 25.00 feet to the True Point of Beginning.

Containing 1250.00 square feet, more or less.

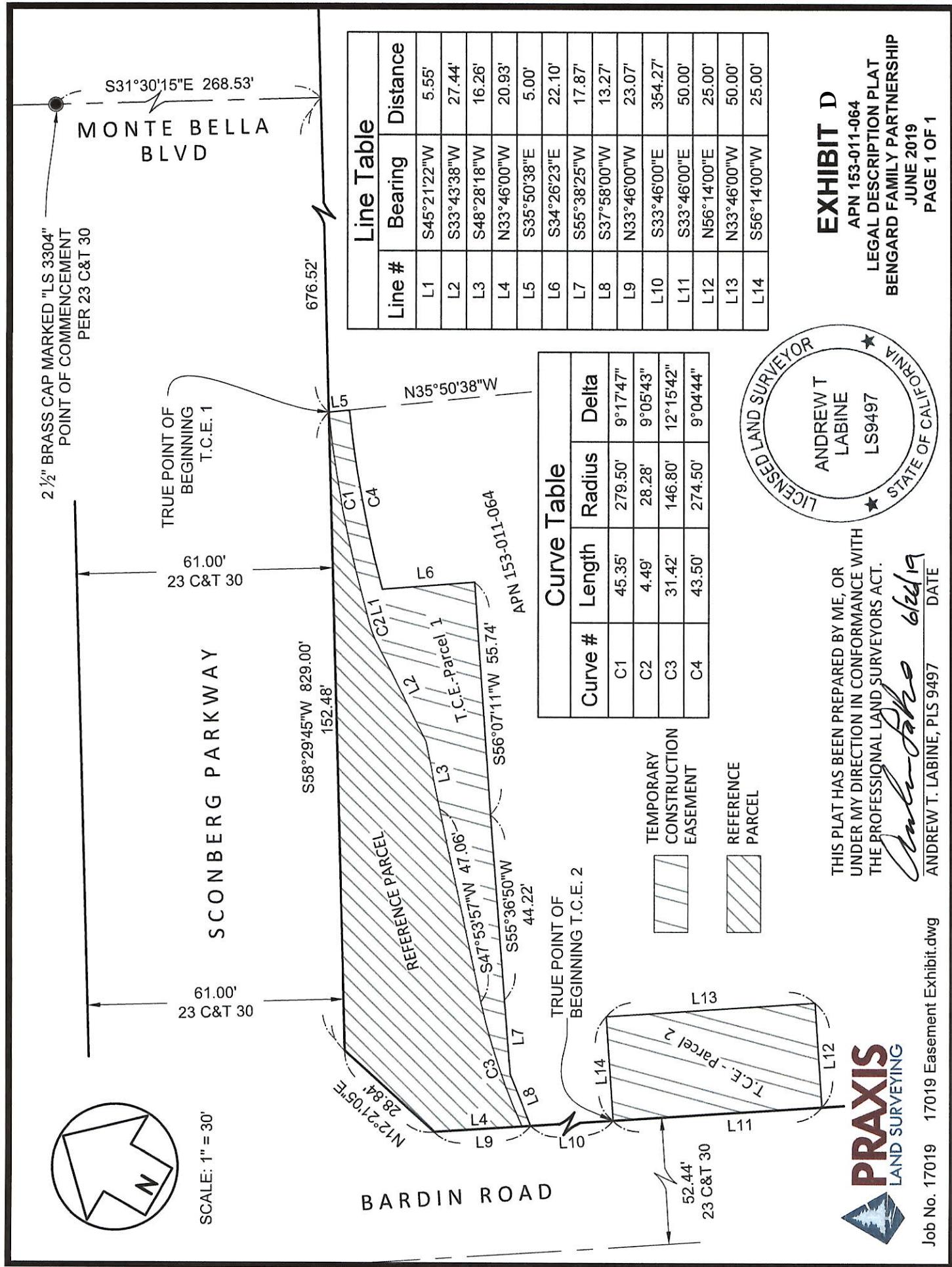
Notes:

- The above legal descriptions are based on the information and land references shown on the map filed in Volume 34, Page 12, of Surveys.
- Bearings and distances are referenced to the California Coordinate System, Zone 4 grid, NAD83 (NSRS2007), Epoch 2011.00 as computed by the CSRC on May 13, 2011, defined locally by the CSRN. To obtain ground level distances, multiply grid distances by 1.000058063.

This description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.


Andrew T. LaBine, PLS 9497 Date







City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-499, **Version:** 1

Direct Purchase of Personal Protective Respirators for Salinas Police Personnel

Approve a Resolution authorizing the direct purchase of personal protective respiratory masks for Police Department personnel from Curtis Blue Line Co. in the amount of \$120,081.04.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **OCTOBER 8, 2019**

DEPARTMENT: **POLICE DEPARTMENT**

FROM: **ADELE FRESE, CHIEF OF POLICE**

BY: **DALE FORS, SERGEANT**

TITLE: **DIRECT PURCHASE OF PERSONAL PROTECTIVE RESPIRATORS FOR POLICE PERSONNEL**

RECOMMENDED MOTION:

It is recommended that City Council approve a resolution authorizing the direct purchase of 149-Avon C-50 personal protective gas mask kits for police personnel from Curtis Blue Line Co. at a total cost of \$84,269.08 and 26-Avon FM53 personal protective gas mask kits for SWAT police personnel from Curtis Blue Line Co. at a total cost of \$37,656.08. The total cost of these purchases is \$121,925.16

RECOMMENDATION:

It is recommended that City Council approve the recommended motion to purchase this equipment in order to adhere to OSHA and California POST requirements. It is required for each officer that has the potential to be exposed to chemical agents or industrial chemicals such as spills on emergency calls be provided personal protective equipment in the form of gas masks.

DISCUSSION:

In 2004, California POST along with Cal/OSHA developed the framework for the “Model Respiratory Protection Program for Law Enforcement.” This program set out to develop and regulate standards for police departments requiring implementation of a respirator program to aid in the protection of its personnel. The model is an example of a respiratory program and can be modified by the agency. This model was recently updated in 2018 and is attached to this report. The following are the outcomes of the project:

California Code of Regulations, Title 8, Section 5144 requires employers to develop and implement a written respiratory protection program that includes worksite procedures and elements for required respirator use. The regulation also specifies the minimum medical evaluation requirements determining an employee’s ability to use a respirator.

California Code of Regulations, Title 8, Section 5199 requires employers to develop a program to protect their workers from Aerosol Transmissible Disease (ATD). Regulation 5199 also specifies the vaccines and/or titers required to be provided to their workers and the minimum medical evaluation requirements determining an employee's ability to use a respirator specifically for protection against ATDs.

The scope outlined by the model program and the regulations set forth in the California Code of Regulations states the agency is responsible for compliance regarding required screening/titers and vaccinations, equipment selection, medical screening, fit testing, training, use and maintenance of respirators. The model also identifies the following personnel to be equipped with respirators and be covered under the agencies program developed:

- 1) Individuals who are issued respirators to be used for escape from hazardous atmospheres.
- 2) Individuals who are issued respirators to be used while maintaining perimeters at hazardous materials incidents.
- 3) Individuals who are issued respirators for use in maintaining perimeters in crowd control situations where chemical agents are used.
- 4) Individuals who, in exigent or emergency situations, are required to enter an area where OC, CS, CN, CBRN, or other tearing agents have been expelled.

State regulation requires agencies to identify and designate a respiratory protection program and exposure control plan administrator to oversee the program. The person shall be identified by name, rank and location. The program administrator is responsible for ensuring that law enforcement personnel whose assignments could include contact with, or response to, hazardous materials or ATD are included in the program and that the program is implemented in a consistent manner throughout the agency.

Both the State regulation and the model state the following process is necessary:

- 1) Proper respirator is identified and provided
- 2) Medical evaluation is conducted with individual employee
- 3) Fit Testing to ensure proper fit initially and annually
- 4) Training on use and maintenance provided
- 5) Inspections conducted monthly by employee
- 6) Proper documentation and records keeping

In order to meet these requirements, purchasing the personal protective respirators is the first step for compliance. After acquisition, medical evaluations and fit testing will be conducted with a contacted and certified company.

Informal proposals were obtained from different providers of the required equipment. One, Curtis Blue Line, has the masks immediately available and at a discounted price, with Curtis Blue Line's proposal being over \$18,000 lower than the other companies. The City Council has the authority to approve this purchase pursuant to Salinas Municipal code Sections 12-27 because pursuing a formal competitive bidding process will not likely result in a better price or a cost-savings to the

City. Curtis Blue Line also has the equipment available which will mean there will not be a delay in obtaining and outfitting City personnel. Likewise, the City Council can approve this purchase without application of the local purchasing preference pursuant to Salinas Municipal Code section 12-28.080. There are no local providers of this equipment, let alone a local provider with the equipment in stock, ready for delivery.

This report has not been viewed by any Committee.

CEQA CONSIDERATION:

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).

STRATEGIC PLAN INITIATIVE:

1. Economic Diversity and Prosperity: This item does not specifically relate to one of the Council's Strategic Plans or Goals.
2. Safe, Livable Community: Relates specifically under the objective "Update Technology in Public Safety."
3. Effective, Sustainable Government: This item does not specifically relate to one of the Council's Strategic Plans or Goals.
4. Well Planned City and Excellent Infrastructure: This item does not specifically relate to one of the Council's Strategic Plans or Goals.
5. Quality of Life: This item does not specifically relate to one of the Council's Strategic Plans or Goals.

FISCAL AND SUSTAINABILITY IMPACT:

There are funds available in the current 2019-2020 fiscal year budget. Account 1000.40.4220-62.5120 has funding available for the purchase of the equipment at a total cost of \$121,925.16

ATTACHMENTS:

Council Resolution
CA POST Model Respiratory Program Guide
Respiratory Mask Quotes

RESOLUTION NO._____ (N.C.S.)

A RESOLUTION AUTHORIZING THE DIRECT PURCHASE OF PROTECTIVE GAS MASK KITS FOR POLICE PERSONNEL FROM CURTIS BLUE LINE CO.

AT A TOTAL COST OF \$84,269.08 AND PERSONAL PROTECTIVE GAS MASK KITS FOR SWAT POLICE PERSONNEL FROM CURTIS BLUE LINE CO. AT A TOTAL COST OF \$37,656.08.

WHEREAS, there are funds available in the current 2019-2020 fiscal year budget account 1000.40.4220-62.5120 which has funding available for the purchase of the equipment at a total cost of \$121,925.16

WHEREAS, the Avon C-50 respiratory mask kit was identified as the best suited for the needs of the department; and

WHEREAS, Avon FM-53 respiratory mask was identified as the best suited for the needs of the department's SWAT team; and

WHEREAS, Curtis Blue Line Co. has immediate availability of the equipment requested and provides the preferred price for the department's needs; and

NOW, THEREFORE, BE IT RESOLVED BY THE SALINAS CITY COUNCIL that the Purchasing Officer is hereby authorized to direct purchase 149- Avon C-50 personal protective gas mask kits for police personnel from Curtis Blue Line Co. at a total cost of \$84,269.08 and 26-Avon FM53 personal protective gas mask kits for SWAT police personnel from Curtis Blue Line Co. at a total cost of \$37,656.08. Total cost \$121,925.16 using funding from general fund account 1000.40.4220-62.5120

PASSED AND APPROVED this 8th day of October 2019 by the following votes:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Model Respiratory Protection Program for Law Enforcement

CH



CS

OC

CALIFORNIA COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING





Model Respiratory Protection Program for Law Enforcement

Produced by California Commission on Peace Officer Standards and Training (POST)
Training Program Services Bureau

Model Respiratory Protection Program for Law Enforcement

© 2018 California Commission on Peace Officer
Standards and Training (POST)

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Third Edition published June 2014
Fourth Edition published February 2018

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- Individuals are allowed to download POST publications for personal use only. (Distribution is not allowed.)

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POST Mission Statement

**The mission of the California Commission
on Peace Officer Standards and Training
is to continually enhance the professionalism
of California law enforcement in serving
its communities.**

POST Commissioners

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Joyce Dudley

District Attorney, Santa Barbara County

Vice Chair

Rick Braziel

Educator, Humboldt State University

Lai Lai Bui

Sergeant, Sacramento Police Department

Geoff Long

Public Member

Thomas Chaplin

Chief, Walnut Creek Police Department

Jethroe Moore

Public Member

Richard DeLaRosa

Mayor, City of Colton

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Public Member

Barry Donelan

Sergeant, Oakland Police Department

Batine Ramirez

Sergeant, Placer County Sheriff's Department

Robert T. Doyle

Sheriff, Marin County

Laurie Smith

Sheriff, Santa Clara County

Sandra Hutchens

Sheriff - Coroner, Orange County

Walt Vasquez

Chief, La Mesa Police Department

Laren Leichliter

Deputy Sheriff, San Bernardino County

Acknowledgements

This 2018 revision of the Model Respiratory Protection Program for Law Enforcement guidelines was made possible through the knowledge, skills, and dedication of the following Subject-Matter Experts coming from a cross-section of law enforcement, medical, risk management, and Cal/OSHA professionals.

Subject Matter Experts

Mario A. Casas

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Office of Professional Development
Irvine Police Department

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Bureau of Special Operations
Sunnyvale Department of Public Safety

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Fellow of the American College of Chest Physicians
Pulmonary physician

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Santa Ana Police Department

Pamela J. Mackie

Risk Management Analyst
City of Fullerton

Robert Nakamura

Senior Safety Engineer
Research and Standards Health Unit

POST Staff

Steven H. Craig

Senior Consultant

Kathy Hobson

Staff Services Manager

The **Model Respiratory Protection Program for Law Enforcement** will assist law enforcement agencies in developing their own written agency program that satisfies Cal/OSHA requirements. The model program was originally developed by POST, in conjunction with Cal/OSHA, the California Police Chief's Association, and the California State Sheriffs' Association in 2004. Agencies may make amendments to fit their agency specific program.

Cal/OSHA Regulation 5144 requires employers to develop and implement a written respiratory protection program that includes worksite procedures and elements for required respirator use. The regulation also specifies the minimum medical evaluation requirements determining an employee's ability to use a respirator.

Cal/OSHA Regulation 5199 requires employers to develop a program to protect their workers from Aerosol Transmissible Disease (ATD). A key component of this exposure control and vaccination program is Cal/OSHA Regulation 5144. Regulation 5199 also specifies the vaccines and/or titers required to be provided to their workers and the minimum medical evaluation requirements determining an employee's ability to use a respirator specifically for protection against ATDs.

This model program is intended as a starting point for law enforcement to meet Cal/OSHA requirements by clarifying Cal/OSHA standards and providing a template to protect individuals in the field, including:

- ▷ Employee medical requirements
- ▷ Annual equipment fit testing
- ▷ Annual training in the use of air purification and powered air purification respiratory equipment

For model program questions, contact:

Janna Munk, POST Bureau Chief
Training Program Services
916 227-4829
Janna.Munk@post.ca.gov

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Model Respiratory Protection Program for Law Enforcement

1. Purpose

The purpose of this program is to provide law enforcement agencies with information for use in developing a respiratory protection program for law enforcement personnel whose assignments could include contact with or response to hazardous materials or Aerosol Transmissible Disease (ATD). This document sets the minimum standards to comply with California Code of Regulations (CCR), Title 8, Sections 5144 and 5199 as they pertain to exposure to aerosol infectious diseases and the use of air-purifying respirators (APRs) and powered air-purifying respirators (PAPRs). It does not prevent agencies from electing to be more restrictive in the designated use and fit testing of any specific equipment. Agencies with specialized units utilizing Self-Contained Breathing Apparatus (SCBA) shall incorporate the appropriate Cal/OSHA regulations into their respiratory protection program.

This information is not all-inclusive and does not necessarily constitute Cal/OSHA compliance. It is intended as a guide to assist agencies in the development of a law enforcement respiratory protection program and an ATD exposure control plan. Agencies should refer to the appropriate Cal/OSHA standards for complete, up-to-date information on the required elements. Hyperlinks to the forms and regulations have been included in this manual and are listed in the [Appendix](#).

2. Scope

This document covers the broad requirements for compliance with CCR, [Title 8, Sections 5144](#) and related subsections of [5199](#). This includes required screening/titers and vaccinations, equipment selection, medical screening, fit testing, training, use, and maintenance of respirators to be used by the following types of law enforcement personnel:

- 2.1 Individuals who are issued respirators to be used for escape from hazardous atmospheres.
- 2.2 Individuals who are issued respirators to be used while maintaining perimeters at hazardous materials incidents. These are individuals stationed in the support ("cold" or "green") zone and "warm" zone, where contaminants are not expected to exceed levels deemed safe for unprotected persons as determined by the incident commander.
- 2.3 Individuals who are issued respirators for use in maintaining the perimeter at crowd-control incidents where chemical agents (e.g., CS or CN tear gas) are used.
- 2.4 Individuals who are issued respirators to prevent exposure to ATD due to contact with, or transport of, persons who are suspected of carrying an active infection with a serious airborne respiratory disease (e.g., tuberculosis, seasonal flu, etc.).
- 2.5 Individuals who, in exigent or emergency situations, are required to enter an area where OC, CS, CN, CBRN, or other tearing agents have been expelled.

Note *In these situations the incident commander or officer in charge shall ensure that the levels of contamination do not exceed the tearing agent manufacturer's recommendation for safe operation or the NIOSH maximum concentration for use prior to entry.*

Agencies should have written policies on the type, amount, and vehicle of release of the agents following the manufacturer's recommended guidelines. These policies shall be specific for indoor, outdoor, and semi-contained (stadium-type) situations.

3. Program Administration

Agencies shall designate a respiratory protection program and exposure control plan administrator to oversee this program. This person shall be identified in the policy by name, title, and location. The program administrator shall be knowledgeable about the requirements of CCR, Title 8, Sections 5144 and 5199, and all elements of the respiratory protection program. The administrator will be responsible for assuring implementation of all elements of this program.

The program administrator is responsible for ensuring that law enforcement personnel whose assignments could include contact with, or response to, hazardous materials or ATD are included in this program, and that this program is implemented in a consistent manner throughout the agency.

Note *The ATD standard requires an exposure control plan to comprehensively cover the means that will be used by law enforcement agencies to control exposures to ATDs. For example, for agencies operating detention facilities, this includes screening new detainees showing disease symptoms for possible referral to an appropriate health care facility. Agencies must review their operations with regard to the ATD standard to identify the applicable requirements.*

The agency shall implement a vaccination program in accordance with CCR, Title 8, Section 5199, Appendix E. This list shall be reviewed during the mandatory annual program evaluation.

4. Approved Equipment

All respiratory protective equipment shall be approved by the National Institute for Occupational Safety and Health (NIOSH) for the environment in which it will be used. The following definitions apply to equipment that will be issued to law enforcement personnel under this program:

Air-purifying respirator (APR)

A respirator that works by removing gas, vapor, or particulate, or combinations of gas, vapor, and/or particulate from the air through the use of filters, cartridges, or canisters that have been tested and approved by NIOSH for use in specific types of contaminated atmospheres. This respirator does not supply oxygen, and therefore cannot be used to enter an atmosphere that is oxygen deficient. Respirators for particulate filtration include N95, N99, N100, or P100 respirators.

Powered air-purifying respirator (PAPR)

An air-purifying respirator that uses a blower to force ambient air through air-purifying elements to the respirator facepiece or hood.

Note *Cartridges, canisters, and filters are approved for use against specific hazards where the concentration is known or can be reasonably estimated. Some combination of organic vapor/particulate cartridges and canisters are approved for use against OC, CS, CN, and CBRN environments.*

5. Respirator Selection

Agencies shall maintain records on the type of equipment provided to employees and under what circumstances the equipment is to be used.

5.1 Equipment use

Respirator Use	Respirator Type	Manufacturer/Model
Perimeter HAZMAT incidents with specific industrial chemicals	Full facepiece (NIOSH approval TC 14G) combination cartridge or as specified by the HAZMAT incident commander	
Perimeter chem/bio/nuclear incident	Full facepiece APR with NIOSH approval for CBRN	
Perimeter crowd control (CS or CN tear gas)	Full facepiece APR, TC 14G, chloracetophenone cartridge or canister (combination organic vapor/particulate)	
Activation within crowd control area (CS or CN tear gas)	Full facepiece APR, TC 14G, chloracetophenone cartridge or canister (combination organic vapor/particulate)	
Respiratory illness (ATD)	N-95 particulate respirator, TC 84A	

5.2 Powered Air-Purifying Respirators

Pursuant to CCR, Title 8, Section 5144, law enforcement personnel who are covered in this program shall be issued Powered Air-Purifying Respirators (PAPR) if the Physician or other Licensed Health Care Professional (PLHCP) recommends the use of a PAPR for medical reasons.

6. Medical Evaluation

Prior to wearing a respirator, law enforcement personnel must first be medically evaluated. Law enforcement personnel should complete the mandatory medical questionnaire found in CCR, Title 8, Section 5144, Appendix C, and submit to a physical examination by qualified medical personnel. The POST Medical History Statement (POST 2-252) does not meet the requirements for the required medical questionnaire.

Medical evaluations for any law enforcement personnel are required:

- 6.1 Prior to wearing a respirator,
- 6.2 When an individual reports medical signs or symptoms that are related to the ability to use a respirator,
- 6.3 When a PLHCP, a supervisor, or the program administrator informs the agency that an individual needs to be re-evaluated,
- 6.4 When observations made during fit testing and program evaluation indicate a need for re-evaluation, or
- 6.5 When a change occurs in workplace conditions (e.g., physical work effort, protective clothing, temperature) that may result in a substantial increase in the physiological burden placed on an individual.

7. Fit Testing

Fit test procedures shall be in accordance with of CCR, Title 8, Section 5144 Appendix A and the manufacturer's recommendations.

- 7.1 Before law enforcement personnel are required to use any respirator with a tight-fitting facepiece (APR/PAPR), they shall be fit tested with the same make, model, style, and size of respirator to be used. Individuals shall be provided with a sufficient number of respirator models and sizes so that he/she may be issued an acceptable facepiece.
- 7.2 Fit tests shall be provided at the time of initial assignment and *at least annually* thereafter. Additional fit tests shall be provided whenever the individual, employer, PLHCP, supervisor, or program administrator makes visual observations of changes in the individual's physical condition that could affect respirator fit. These conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
- 7.3 The person who administers the fit test shall complete fit test training. Agencies may accomplish this training through their fire agency, Cal/OSHA, the manufacturer of the equipment, or third-party vendor. Documentation of all training must be maintained in the agency's program records. All personnel qualified to fit test must keep up to date on their training.
- 7.4 Prior to the fit test, the individual shall be shown the proper procedures for donning a respirator. The individual shall demonstrate donning the respirator, adjusting the straps, and performing positive and negative pressure fit checks.
- 7.5 Any individual who cannot be successfully fit tested with a tight-fitting facepiece respirator may be given the option to be issued a PAPR with a hood or helmet.

- 7.6 Individuals who wear corrective glasses or personal protective equipment must be sure that such equipment is worn in a manner that does not interfere with the facepiece seal. The glasses or personal protective equipment that must be worn with the respirator shall be taken to the fit-test assessment and worn during the test.
- 7.7 The agency must provide corrective lens inserts if determined by the fit-test administrator.
- 7.8 Individuals who are issued tight-fitting facepiece gas/vapor air-purifying respirators shall be provided with either a qualitative (employee response to test agent) or quantitative (numerical measurement of leakage) method fit test. Agencies must indicate in their agency program records which test was utilized and the results of the tests.

8. Respirator Use

- 8.1 Escape: For escape from the release of hazardous materials, law enforcement personnel will be provided with (agency to select):
 - Combination cartridge air-purifying respirator
 - CBRN-approved air-purifying respirator
 - Other
- 8.2 Entry: Respirators issued under this program shall not be used to enter any area that is designated as the exclusion ("hot" or "red") zone of a hazardous materials incident. They also should not be used to enter any areas that are known or suspected to be oxygen deficient, or that contain concentrations of hazardous substances that are unknown or are immediately dangerous to life or health (IDLH). Respirator use shall not conflict with the agency's emergency response plan.
- 8.3 Continuous duty: For continuous duty in maintaining the perimeter of hazardous materials or crowd control incidents, approved air-purifying respirators shall be used. Respirators shall be selected that are approved for the contaminants that are believed to be present, and wearers shall not be located in atmospheres in which concentrations exceed the protection factor of the respirator. The program administrator or incident commander shall determine a cartridge change schedule.
- 8.4 Breakthrough: If an individual detects breakthrough (i.e., a leak in the seal), the individual shall exit the area immediately, or as soon as safety conditions permit, perform decontamination procedures, and remove the respirator when instructed by fire or EMT personnel.
- 8.5 Aerosol Transmissible Disease (ATD): Particulate respirators (N95 or better) shall be used when an individual is in contact (including transport in a vehicle) with a person who is suspected of having an aerosol transmissible disease (e.g., tuberculosis, pneumonia, seasonal influenza, meningitis). Additional precautions may include masking of the infected individual.
- 8.6 Disposable respirators shall be discarded in appropriate containers, in accordance with the agency's infection control procedures. Reusable respirators shall be decontaminated/cleaned in accordance with the manufacturer's recommendations and the agency's infection control procedures.

9. Training	9.1 Respirator	<p>CCR, <u>Title 8, Section 5144</u> Cal/OSHA requires agencies to conduct training for all personnel designated to use respirators. The training shall include at least the following:</p>
	9.1.1	The specific circumstances under which respirators are to be used, including illustrative scenarios that identify the proper use by law enforcement personnel.
	9.1.2	Why the respirator is necessary and how proper fit, usage, or maintenance can ensure the protective effect of the respirator.
	9.1.3	What the respirator's limitations and capabilities are in terms of protecting against chemical agents and other respiratory hazards.
	9.1.4	How to effectively use the respirators in emergency situations, including situations when the respirator malfunctions.
	9.1.5	How to inspect, put on, remove, use, and check the seals of the respirator.
	9.1.6	How to maintain and store the respirator. Individuals who are issued PAPRs shall be instructed in procedures for charging and maintaining the batteries, and for checking the flow rate.
	9.1.7	How to recognize medical signs and symptoms that may limit or prevent the effective use of respirators.
	9.1.8	How to decontaminate (or safely dispose of) a respirator that has been contaminated with chemicals or hazardous biological materials.
	9.1.9	Training shall be provided at the time of initial assignment to respirator use and at least annually thereafter.
	9.1.10	Additional training shall be provided when there is a change in the type of respiratory protection used, or when inadequacies in the individual's knowledge or use of the respirator indicate that he/she has not retained the requisite understanding or skill.
	9.1.11	This training can be accomplished by in-house instruction, or by viewing an appropriate multi-media presentation in combination with instruction. The training should be completed prior to conducting fit testing.
9.2 ATD		<p>CCR, <u>Title 8, Section 5199</u> Cal/OSHA requires agencies to conduct training for law enforcement personnel whose assignments could include contact with or response to hazardous materials or aerosol transmissible disease. Agencies shall provide training as follows:</p>
	9.2.1	At the time of initial assignment to tasks where occupational exposure may take place; at least annually thereafter, not to exceed 12 months from the previous training;
	9.2.2	For employees who have received training on ATD in the year preceding the effective date of the standard, only training with respect to the provisions of the standard that were not included previously need to be provided.
	9.2.3	When changes, such as introduction of new engineering or work practice controls, modification of tasks or procedures, or institution of new tasks or procedures, affect the employee's occupational exposure or control measures. The additional training may be limited to addressing the new exposures or control measures.
	9.2.4	Training material appropriate in content and vocabulary to the educational level, literacy, and language of employees shall be used.
	9.2.5	An accessible copy of the regulatory text of this standard and an explanation of its contents.
	9.2.6	A general explanation of ATDs including the signs and symptoms of ATDs that require further medical evaluation.

- 9.2.7 An explanation of the modes of transmission of ATDs and applicable source control procedures.
- 9.2.8 An explanation of the employer's ATD Exposure Control Plan and/or Biosafety Plan, and the means by which the employee can obtain a copy of the written plan and how they can provide input as to its effectiveness.
- 9.2.9 An explanation of the appropriate methods for recognizing tasks and other activities that may expose the employee to ATDs.
- 9.2.10 An explanation of the use and limitations of methods that will prevent or reduce exposure to ATDs, including appropriate engineering and work practice controls, decontamination and disinfection procedures, and personal and respiratory protective equipment.
- 9.2.11 An explanation of the basis for selection of personal protective equipment, its uses and limitations, and the types, proper use, location, removal, handling, cleaning, decontamination, and disposal of the items of personal protective equipment employees will use.
- 9.2.12 A description of the employer's tuberculosis surveillance procedures, including the information that persons who are immune-compromised may have a false negative test for latent tuberculosis infection.
- 9.2.13 Information on the vaccines made available by the employer, including information on their efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine and vaccination will be offered free of charge.
- 9.2.14 An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident, the medical follow-up that will be made available, and post-exposure evaluation.
- 9.2.15 Every training program shall include an opportunity for interactive questions and answers with a person who is knowledgeable in the subject matter of the training as it relates to the workplace that the training addresses and who is also knowledgeable in the employer's ATD exposure control or Biosafety Plan. Training not given in person shall provide for interactive questions to be answered within 24 hours by a knowledgeable person as described in CCR, Title 8, Section 5199 and shall fulfill all the subject matter requirements of subsections (i)(4).

10. Maintenance

Agencies shall have a procedure in place for maintaining, cleaning, disinfecting, storing, inspecting, and repairing all respiratory protective equipment used by agency personnel.

10.1 Cleaning and disinfecting

- 10.1.1 Each respirator user shall be provided with a respirator that is clean, sanitary, and in good working order. The agency will ensure that respirators are cleaned and disinfected at the following intervals:
 - 10.1.1.1 Respirators issued for the exclusive use of an individual shall be cleaned and disinfected as often as necessary to maintain a sanitary condition.
 - 10.1.1.2 Respirators issued to more than one individual shall be cleaned and disinfected before being worn by other persons.
 - 10.1.1.3 Respirators maintained for emergency use shall be cleaned and disinfected after each use.

10.1.1.4 Respirators used in fit testing and training shall be cleaned and disinfected after each use (before being used by another person).

10.1.1.5 Respirators that have been contaminated with certain chemical, biological, radioactive, or nuclear (CBRN) agents require special decontamination procedures to reduce the likelihood of secondary exposures to the user or assisting personnel. The HAZMAT incident commander or officer in charge will inform users of any special decontamination procedures that are required.

10.2 Storage

10.2.1 All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals. They shall be packed or stored to prevent deformation of the facepiece and exhalation valve.

10.2.2 To protect the integrity and the shelf life of the equipment, agencies must follow the manufacturer's recommendation for storage.

10.2.3 Agencies must also maintain records of where all equipment is stored.

10.2.4 Agencies should take into consideration the need for charging PAPR batteries when they are stored or not in use.

10.3 Storage location

Type of Respirator	Storage
1. Air-purifying respirators	
2. Particulate respirator for use with possibly infectious persons	
3. PAPRs	<p><i>Note</i> Battery should be kept charged with the facepiece unit, or if battery and facepiece are kept in patrol vehicle, a spare battery should be kept charged and available.</p>

10.4 Inspection

10.4.1 Single-use particulate respirators shall be inspected prior to use. All respirators maintained for use in emergency situations shall be inspected at least monthly and in accordance with the manufacturer's recommendations, and shall be checked for proper function before and after each use (CCR, Title 8, Section 5144).

10.4.2 Inspections should include a check of:

10.4.2.1 Respirator function, tightness of connections, and condition of the various parts including, but not limited to, the facepiece, head straps, valves, and cartridges, canisters, or filters.

10.4.2.2 All rubber or plastic parts for pliability and signs of deterioration.

10.4.2.3 PAPR connecting tubes or hoses and batteries.

10.4.2.4 Each inspection shall include donning the respirator and performing positive and negative pressure fit checks.

10.4.2.5 An inspection log shall be kept with the respirator (except single-use particulate respirators).

10.5 Repairs

- 10.5.1** Any defective respirators shall be removed from service and shall be adjusted, repaired, or discarded as appropriate. Written policies shall indicate where defective equipment must be turned in, the person responsible for receiving it, and how replacement equipment is to be issued.
- 10.5.2** Only persons who have been trained to perform such operations shall make repairs or adjustments to respirators. All repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed, using only the manufacturer's NIOSH-approved parts.

11. Program Evaluation

The program administrator shall conduct a periodic review of the agency's program to ensure adherence to all subsections of this program. This review shall include at a minimum:

- 11.1** Respirator fit
- 11.2** Appropriate respirator selection
- 11.3** Proper use of respirators
- 11.4** Proper inspection and maintenance procedures
- 11.5** Currency with ATD standards (refer to current Cal/OSHA standards)

12. Record Keeping

12.1 Respirators CCR, Title 8, Section 5144 The program administrator is responsible for ensuring that proper records are kept for this program. This includes:

- 12.1.1** Personnel medical records shall be retained and made available in accordance with CCR, Title 8, Section 3204 for a minimum of thirty (30) years after an employee's separation or termination.
- 12.1.2** Agencies may follow agency policies for the maintenance of confidential medical records. The policy must indicate where these records are maintained, who is responsible for them, and how employees, their representatives, or Cal/OSHA personnel can obtain access to the records.
- 12.1.3** Documentation of training, inspection and maintenance.
- 12.1.4** Documentation of fit testing, including:
 - 12.1.4.1** Type of test (qualitative or quantitative)
 - 12.1.4.2** Name or ID of employee
 - 12.1.4.3** Make, model, style, and size of respirator tested
 - 12.1.4.4** Date of test
 - 12.1.4.5** Results of the fit test
- 12.1.5** A copy of this program and the above records shall be made available to all affected employees, their representatives, and representatives of the Chief of the Division of Occupational Safety and Health. Agencies shall determine the records retention policy for training, inspection, maintenance, and fit-test records. At a minimum, agencies shall retain the most recent record of each type for each employee or piece of equipment.

12.2 ATD CCR, Title 8, Section 5199

12.2.1 Medical records: the employer shall establish and maintain an accurate medical record for each employee with occupational exposure, in accordance with CCR, Title 8, Section 3204, Access to Employee Exposure and Medical Records, of these orders. This record shall include:

- 12.2.1.1 The employee's name and any other employee identifier used in the workplace;
- 12.2.1.2 The employee's vaccination status for all vaccines required by this standard, including the information provided by the PLHCP in accordance with subsection (h)(5)(F), any vaccine record provided by the employee, and any signed declination forms;
- Exception to subsection (j)(1)(B)2 As to seasonal influenza vaccine, the medical record need only contain a declination form for the most recent seasonal influenza vaccine.*
- 12.2.1.3 A copy of all written opinions provided by a physician or other licensed health care professional (PLHCP) in accordance with this standard, and the results of all TB assessments; and
- 12.2.1.4 A copy of the information regarding an exposure incident that was provided to the PLHCP as required by subsection (h)(7)(B).
- 12.2.1.5 Confidentiality: the employer shall ensure that all employee medical records required by this section are kept confidential and not disclosed or reported without the employee's express written consent to any person within or outside the workplace except as permitted by this section or as may be required by law.
- 12.2.1.6 The employer shall maintain the medical records required by this section for at least the duration of employment plus 30 years in accordance with CCR, Title 8, Section 3204, Access to Employee Exposure and Medical Records, of these orders.

Notes Subsection (j)(1)(A): This record may be combined with the medical record required by CCR, Title 8, Section 5193, Bloodborne Pathogens, of these orders, but may not be combined with non-medical personnel records.

Subsection (j)(1)(C): These provisions do not apply to records that do not contain individually identifiable medical information, or from which individually identifiable medical information has been removed.

12.2.2 Training records: the employer shall establish and maintain an accurate training record for each employee. Training records shall be maintained for 3 years from the date on which the training occurred and include:

- 12.2.2.1 The date(s) of the training session(s);
- 12.2.2.2 The contents or a summary of the training session(s);
- 12.2.2.3 The names and qualifications of persons conducting the training or who are designated to respond to interactive questions; and
- 12.2.2.4 The names and job titles of all persons attending the training sessions.
- 12.2.2.5 Records of implementation of ATD Plan and/or Biosafety Plan.
- 12.2.2.6 Records of annual review of the ATD Plan and Biosafety Plan shall include the name(s) of the person conducting the review, the dates the review was conducted and completed, the name(s) and work area(s) of employees involved, and a summary of the conclusions. The record shall be retained for three years.

12.2.3 Records of exposure incidents shall be retained and made available as employee exposure records in accordance with CCR, Title 8, Section 3204. These records shall include:

- 12.2.3.1 The date of the exposure incident;
- 12.2.3.2 The names, and any other employee identifiers used in the workplace, of employees who were included in the exposure evaluation;
- 12.2.3.3 The disease or pathogen to which employees may have been exposed;
- 12.2.3.4 The name and job title of the person performing the evaluation;
- 12.2.3.5 The identity of any local health officer and/or PLHCP consulted;
- 12.2.3.6 The date of the evaluation; and
- 12.2.3.7 The date of contact and contact information for any other employer who either notified the employer or was notified by the employer regarding potential employee exposure.

Note See the ATD standard for the details of what constitutes an exposure incident in the definitions and subsection 5199(h)(6).

12.2.4 Records of the unavailability of vaccine shall include the name of the person who determined that the vaccine was not available, the name and affiliation of the person providing the vaccine availability information, and the date of the contact. This record shall be retained for three years.

12.2.5 Records of decisions not to transfer a patient to another facility for airborne infection isolation for medical reasons shall be documented in the patient's chart, and a summary shall be provided to the Plan administrator providing only the name of the physician determining that the patient was not able to be transferred, the date and time of the initial decision and the date, time and identity of the person(s) who performed each daily review. The summary record, which shall not contain a patient's individually identifiable medical information, shall be retained for three years.

12.2.6 Records of inspection, testing and maintenance of non-disposable engineering controls including ventilation and other air handling systems, air filtration systems, containment equipment, biological safety cabinets, and waste treatment systems shall be maintained for a minimum of five years and shall include the name(s) and affiliation(s) of the person(s) performing the test, inspection or maintenance, the date, and any significant findings and actions that were taken.

12.2.7 Records of the respiratory protection program shall be established and maintained in accordance with CCR, Title 8, Section 5144, Respiratory Protection, of these orders. Employers who provide fit-test screening, in accordance with the exception to subsection (g)(6)(B)3 shall retain the screening record for two years.

12.3 Availability.

- 12.3.1** The employer shall ensure that all records, other than the employee medical records more specifically dealt with in subsection (j)(4)(C), required to be maintained by this section shall be made available upon request to the Chief and NIOSH and the local health officer for examination and copying.
- 12.3.2** Employee training records, the exposure control plan and/or biosafety plan, and records of implementation of the ATD exposure control plan and biosafety plan, other than medical records containing individually identifiable medical information, shall be made available as employee exposure records in accordance with CCR, Title 8, Section 3204(e)(1) to employees and employee representatives.
- 12.3.3** Employee medical records required by this subsection shall be provided upon request to the subject employee, anyone having the written consent of the subject employee, the local health officer, and to the Chief and NIOSH in accordance with CCR, Title 8, Section 3204 of these orders, Access to Employee Exposure and Medical Records, for examination and copying.

12.4 Transfer of records.

- 12.4.1** The employer shall comply with the requirements involving the transfer of employee medical and exposure records that are set forth in CCR, Title 8, Section 3204, Access to Employee Exposure and Medical Records, of these orders.
- 12.4.2** If the employer ceases to do business and there is no successor employer to receive and retain the records for the prescribed period, the employer shall notify the Chief and NIOSH, at least three months prior to the disposal of the records and shall transmit them to NIOSH, if required by NIOSH to do so, within that three-month period.

COMMISSION ON PEACE OFFICER STANDARDS AND TRAINING

1. Web Resources

Cal/OSHA respirator standard
<http://www.dir.ca.gov/Title8/5144.html>

Cal/OSHA Aerosol Transmissible Diseases standard
<http://www.dir.ca.gov/Title8/5199.html>

Cal/OSHA Respirator Medical Evaluation Questionnaire
<http://www.dir.ca.gov/title8/5144c.html>

Cal/OSHA publication, Respiratory Protection in the Workplace
http://www.dir.ca.gov/dosh/dosh_publications/respiratory.pdf

California Department of Industrial Relations
<http://www.dir.ca.gov>

NIOSH respirator page
<http://www.cdc.gov/niosh/topics/respirators/>

POST Medical History Statement (POST 2-252)
<http://lib.post.ca.gov/Publications/2-252MedicalHistoryStatement.pdf>

2. Acronyms

APR	Air-Purifying Respirator
ATD	Aerosol Transmissible Disease
CBRN	Chemical, Biological, Radiological, and Nuclear
CCR	California Code of Regulations
NIOSH	National Institute for Occupational Safety and Health
PAPR	Powered Air-Purifying Respirator
PLHCP	Physician or other Licensed Health Care Professional

3. Glossary Air-purifying respirator (APR)

A respirator that works by removing gas, vapor, or particulate, or combinations of gas, vapor, and/or particulate from the air through the use of filters, cartridges, or canisters that have been tested and approved for use in specific types of contaminated atmospheres by NIOSH.

Cal/OSHA Regulation 5144

Requires employers to develop and implement a written respiratory-protection program that includes worksite procedures and elements for required respirator use.

Cal/OSHA Regulation 5199

Requires employers to develop a program to protect their workers from aerosol transmissible disease (ATD).

CN gas

A liquid that temporarily disables a person; prepared as an aerosol and sprayed in the face, it irritates the eyes and causes dizziness and immobilization (Mace™).

CS gas

A gas causing tears, salivation, and painful breathing — stronger than CN gas but wears off faster.

OC gas

Also known as pepper spray, OC gas is a defense spray agent derived from hot cayenne peppers, which causes temporary blindness and breathing difficulty.

Powered Air-Purifying Respirator (PAPR)

An air-purifying respirator that uses a blower to force ambient air through air-purifying elements to the respirator facepiece or hood.

Titers

A way of expressing concentration. Titer testing employs serial dilution to obtain approximate quantitative information from an analytical procedure that inherently only evaluates as positive or negative.

4. FAQs

Is this program optional or mandatory?

The program is mandatory.

When must my agency comply with these requirements?

Your program should be in place now. Failure to comply places your personnel at risk. Cal/OSHA may levy fines/penalties on non-compliant agencies.

Which personnel in my agency are covered by this standard?

Any individual who has contact with the public on a regular basis.

Where can I get a copy of the regulations?

<http://www.dir.ca.gov/Title8/5144.html>
<http://www.dir.ca.gov/title8/5199.html>

What areas do 5144 and 5199 cover?

5144: Respiratory Protection (RP), includes required medical clearance for respiratory/fit testing of each respirator worn (N95/MSA full-face APR, etc.) and training.

5199: Aerosol Transmissible Disease (ATD), includes a list of vaccinations that MUST be offered to your personnel. Agencies must provide the vaccination, or show proof of declination or titer (immunity) for each area covered.

Do these model guidelines cover all of the required elements of an ATD policy?

The guidelines are intended as a starting point only. Agencies should review the applicable regulations to ensure compliance. The components of the 5199 exposure control plan are contained within Section D of the 5199 aerosol transmissible disease regulations. Employer requirements include written aerosol transmissible disease exposure control procedures, infection control measures, employee training, medical services, and recordkeeping. Where engineering and work practice controls do not provide adequate protection, the standard requires that respiratory protection be used to protect workers performing certain tasks from exposure to aerosol transmissible diseases.

Reference <http://www.cdph.ca.gov/programs/ohb/Pages/ATDStd.aspx>

My agency has limited training and safety/risk resources. What can we do to become compliant?

There are third-party vendors readily available that specialize in these areas for emergency services. See contact information below for details on compliant agencies utilizing third-party vendors.

Are there serious "real world" ATDs that law enforcement personnel may encounter and contract?

Yes. In addition to the seasonal flu, there are many other transmissible diseases (e.g., drug-resistant tuberculosis and Severe Acute Respiratory Syndrome (SARS) that are encountered by law enforcement and detention personnel on a daily basis.

Our employees all have medical insurance. Can we just refer them to their medical provider for these vaccinations so we do not have to incur the costs?

NO – Per Section 5199(a)(4), the employer shall provide all safeguards required by this section, including provision of personal protective equipment, respirators, training, and medical services, at no cost to the employee, at a reasonable time and place for the employee, and during the employee's working hours.

Is my agency permitted to have staff members trained to conduct our annual "fit test"?

Yes, if they have completed a train-the-trainer course conducted by the equipment manufacturer or by an authorized third-party vendor.

Are there currently agencies that are fully complaint in these areas and can I speak with them to help create a policy for my agency?

Yes. For further information, contact:

Steven Craig, POST Senior Consultant

Training Program Services

916 227-5562

Steven.Craig@post.ca.gov

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/ [Avon C50 Mask Assembly First Responder Kit](#)

Avon C50 Mask Assembly First Responder Kit

[Avon Protection Systems](#)

\$638.00

 (No reviews yet) [Write a Review](#)

SKU:

L66-LG





CART



Size: Required

Quantity:

Description

The C50 has been developed using the same platform as Avon Protection's successful M50 based US Military Joint Services General Purpose Mask.

The C50 offers high protection and an outstanding field of vision and superior comfort. The innovative design features optimize the user's time in the operational arena for CBRN protection in law enforcement or counter terrorism operations.

Also, with the appropriate filter, the C50 protects against a range of CBRN threats including chemical warfare agents, toxic industrial chemicals (TICS), toxic industrial materials (TIMS), biological and radiological hazards and riot agents.

Includes:

- C50 Mask
- Clear Outsert Assembly
- Sunlight Outsert Assembly

- CBRNF12B filter
- CTF12 Riot Agent Filter
- Mask Carrier
- Storage Faceform



CART

C50 Datasheet

Related Products

Customers Also Viewed



Avon Protection Systems
Avon FM53 Mask Assembly - Twin Port APR
\$1,142.00



Avon Protection Systems
Avon C50 Mask Assembly CBRN - Twin Port APR
\$422.00



Avon Protection Systems
Avon Clear Outsert Assembly
\$51.00

Avon Protection Systems
Avon Sun Assembly
\$59.00



Quotation

CUSTOMER: Salinas City Police Department
 222 Lincoln Avenue
 Salinas CA 93901

SHIP TO: Salinas City Police Department
 222 Lincoln Avenue
 Salinas CA 93901

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
127876	08/08/2019	10/07/2019

SALESPERSON	CUSTOMER SERVICE REP
Mike McCollin mmccollin@curtisblueline.com 925-334-1254	Erin Brooks ebrooks@curtisblueline.com 530-204-1310

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Avon FM53 First Responder Kits	Sergeant Dale Fors / Sergeant Steven Craig	C48018	Net 30	LE

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
SP	Best Way	

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	26	EA	72601-229 AVON	MEDIUM FM53 TWIN PORT SPECIALIST RESPONDER KIT - Kit includes: Twin Port FM53 APR, Clear Outsert Assembly, BlueBlocker Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	\$1,258.50	\$32,721.00
2	26	EA	AVON PROTECTION SYSTEMS CUSTOM	AS BELOW: 70501-167 - Communications Lead	\$42.15	\$1,095.90
3	6	EA	600844 AVON	AVON 50 WERIES APR DCM CLEANING KIT	\$87.89	\$527.34

Avon 50 Series APR DCM Cleaning Kit

DUNS NUMBER: 009224163
 SIC CODE: 5099
 FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 10/07/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Ph: 530-204-1310
TF: 800-443-3556
support@CurtisBlueLine.com
DUNS#: 00-922-4163



CBL Sacramento
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605
www.CURTISBLUELINE.com
Quotation No. 127876

Subtotal	\$34,344.24
Tax Total	\$3,176.84
Transportation*	\$135.00
*(to be added when order ships)	
Total	\$37,656.08

Quotation

CUSTOMER: Salinas City Police Department
 222 Lincoln Avenue
 Salinas CA 93901

SHIP TO: Salinas City Police Department
 222 Lincoln Avenue
 Salinas CA 93901

QUOTATION NO.	ISSUED DATE	EXPIRATION DATE
130994	09/13/2019	11/12/2019

SALESPERSON	CUSTOMER SERVICE REP
Mike McCollin mmccollin@curtisblueline.com 925-334-1254	Mike McCollin mmccollin@curtisblueline.com 925-334-1254

REQUISITION NO.	REQUESTING PARTY	CUSTOMER NO.	TERMS	OFFER CLASS
Avon C50 First Responder Kits	Sergeant Dale Fors - Sergeant Steven Craig	C48018	Net 30	LE

F.O.B.	SHIP VIA	REQ. DELIVERY DATE
SP	Best Way	

SPECIAL INSTRUCTIONS

Special Promotion - Mask C50

All Purchase Orders must be submitted by 9/10/2019

NOTES & DISCLAIMERS

THANK YOU FOR THIS OPPORTUNITY TO QUOTE. WE ARE PLEASED TO OFFER REQUESTED ITEMS AS FOLLOWS. IF YOU HAVE ANY QUESTIONS, NEED ADDITIONAL INFORMATION, OR WOULD LIKE TO PLACE AN ORDER, PLEASE CONTACT YOUR SALESPERSON OR CUSTOMER SERVICE REP AS NOTED ABOVE.

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	125	EA	70501-556 AVON	MEDIUM C50 FIRST RESPONDER KIT - Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	\$510.00	\$63,750.00
2	22	EA	70501-555 AVON	LARGE C50 FIRST RESPONDER KIT - Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	\$510.00	\$11,220.00
3	2	EA	70501-557 AVON	SMALL C50 FIRST RESPONDER KIT - Kit includes: C50 APR, Clear Outsert Assembly, Sunlight Outsert Assembly, CBRNCF50 Canister, CTCF50 Riot Agent Canister, Universal Carrier & Storage Faceform	\$510.00	\$1,020.00

Ph: 530-204-1310
TF: 800-443-3556
support@CurtisBlueLine.com
DUNS#: 00-922-4163



CBL Sacramento
855 Riverside Parkway, Suite 50
West Sacramento, CA 95605
www.CURTISBLUELINE.com
Quotation No. 130994

LN	QTY	UNIT	PART NUMBER	DESCRIPTION	UNIT PRICE	TOTAL PRICE

DUNS NUMBER: 009224163

SIC CODE: 5099

FEDERAL TAX ID: 94-1214350

THIS PRICING REMAINS FIRM UNTIL 11/12/2019. CONTACT US FOR UPDATED PRICING AFTER THIS DATE.

Subtotal	\$75,990.00
Tax Total	\$7,029.08
Transportation*	\$1,250.00
*(to be added when order ships)	
Total	\$84,269.08



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-510, **Version:** 1

Monte Bella District's Landscape Maintenance Services

Approve a Resolution approving a contract change order to the Monte Bella District's Landscape Maintenance Services contract with Smith & Enright Landscape Company.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 8, 2019
DEPARTMENT: PUBLIC WORKS
FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR
BY: HILDA GARCIA, PW ADMIN SUPERVISOR
TITLE: MONTE BELLA DISTRICT'S LANDSCAPE MAINTENANCE SERVICES

RECOMMENDED MOTION:

A motion to approve a Resolution approving a contract change order to the Monte Bella District's Landscape Maintenance Services contract with Smith & Enright Landscape Company.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the City Manager to sign a contract change order in the amount of \$1,365 per month.

EXECUTIVE SUMMARY:

In 2018 the Monte Bella District Landscape Maintenance Services contract was awarded to Smith & Enright Landscaping. Subsequently, Monte Bella Phase 5A was accepted for maintenance and responsibility. The new development includes several bioswales which now require maintenance. The additional services proposed under this change order will be financed by the Monte Bella Assessment District funds which have been collected specifically for maintenance purposes. The change order will require an additional \$13,650 for the remainder of the term, through July 2020. Sufficient funds are available in the District's budget.

BACKGROUND:

On August 21, 2018 City Council awarded the Monte Bella District Landscape Maintenance Services contract to Smith & Enright Landscaping at a cost \$24,300 per year for a period of two years, with an option to extend an additional one year. The work consists of service at landscaped areas within the public right of way. Work includes weed/insect/disease control; rodent control; debris, graffiti and litter removal; removal of dead, damaged or diseased plant materials; irrigation of plant materials; fertilizing of ground cover, trees and shrubs; tree work (pruning, trimming); hedge trimming; lawn edge trimming; mowing; hauling. General areas currently maintained are marked in red on the attached Exhibit A.

Nearly 10 months later, on June 4, 2019 City Council accepted the Monte Bella Subdivision Phase 5a improvements for maintenance and responsibility. This new development requires continuous landscape maintenance of bioswales at several locations throughout the newly developed areas. Locations are identified in Exhibit B. The cost of landscape maintenance of Monte Bella Phase 5a's bioswales is an additional \$1,365 per month or \$13,650 for the remainder of the term (October 2019 thru July 2020).

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).

STRATEGIC PLAN INITIATIVE:

This relates the Council's Strategic Goal of a Well-Planned City and Excellent Infrastructure and Quality of Life.

DEPARTMENTAL COORDINATION:

Public Works Department's Maintenance Manager works directly with the contractor overseeing its day-to-day activities. Public Works, Legal and Purchasing Departments work closely in the formulation, review and approval of the contract amendment.

FISCAL AND SUSTAINABILITY IMPACT:

The landscape maintenance services proposed under this contract change order will be financed by the Monte Bella Assessment District funds which have been collected specifically for the purpose of maintaining the District's landscaped improvements.

The original contract term is for two years (August 2018– July 2020) at a price of \$24,300 per year (or \$2,025 per month). The contract change order will add an additional \$1,365 per month, or \$13,650 for the remaining 10 months of the contract term (October 2019 -July 2020)

The current budget for Monte Bella Maintenance District is as follows:

Funding Source	Account	Budget	YTD Expenses	Encumbrances as of 8/31/2019	Budget Remaining
Monte Bella Maintenance District	2109.50.5667	\$306,395	\$25,572	\$45,774	\$ 235,046

Based on the cost estimate and current budget, enough funds are available to proceed with the approval of this contract change order.

ATTACHMENTS:

Resolution

Exhibit A – Current landscape service locations

Exhibit B – Monte Bella Phase 5a Bioswale locations

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING A CONTRACT
CHANGE ORDER TO THE MONTE BELLA DISTRICT'S LANDSCAPE
MAINTENANCE SERVICES CONTRACT WITH SMITH & ENRIGHT LANDSCAPE
COMPANY**

WHEREAS, On August 21, 2018 Salinas City Council authorized the Mayor to execute the Monte Bella Maintenance District Landscape Services contract with Smith & Enright Landscape Company for \$24,300 per year for a period of two years, with an option to extend an additional one year; and

WHEREAS, On June 4, 2019 Salinas City Council accepted the Monte Bella Subdivision Phase 5A public improvements for maintenance and responsibility; and

WHEREAS, the Monte Bella Subdivision Phase 5A development includes bioswales which require continuous landscape maintenance; and

WHEREAS, both the City and Smith & Enright Landscape Company desire to amend the Contract to expand landscape maintenance services to the Monte Bella Phase 5a development.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes the City Manager to sign a contract change order to the Monte Bella District's Landscape Maintenance Services contract with Smith & Enright Landscape Company.

PASSED AND APPROVED this 8th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Monte Bella Maintenance District

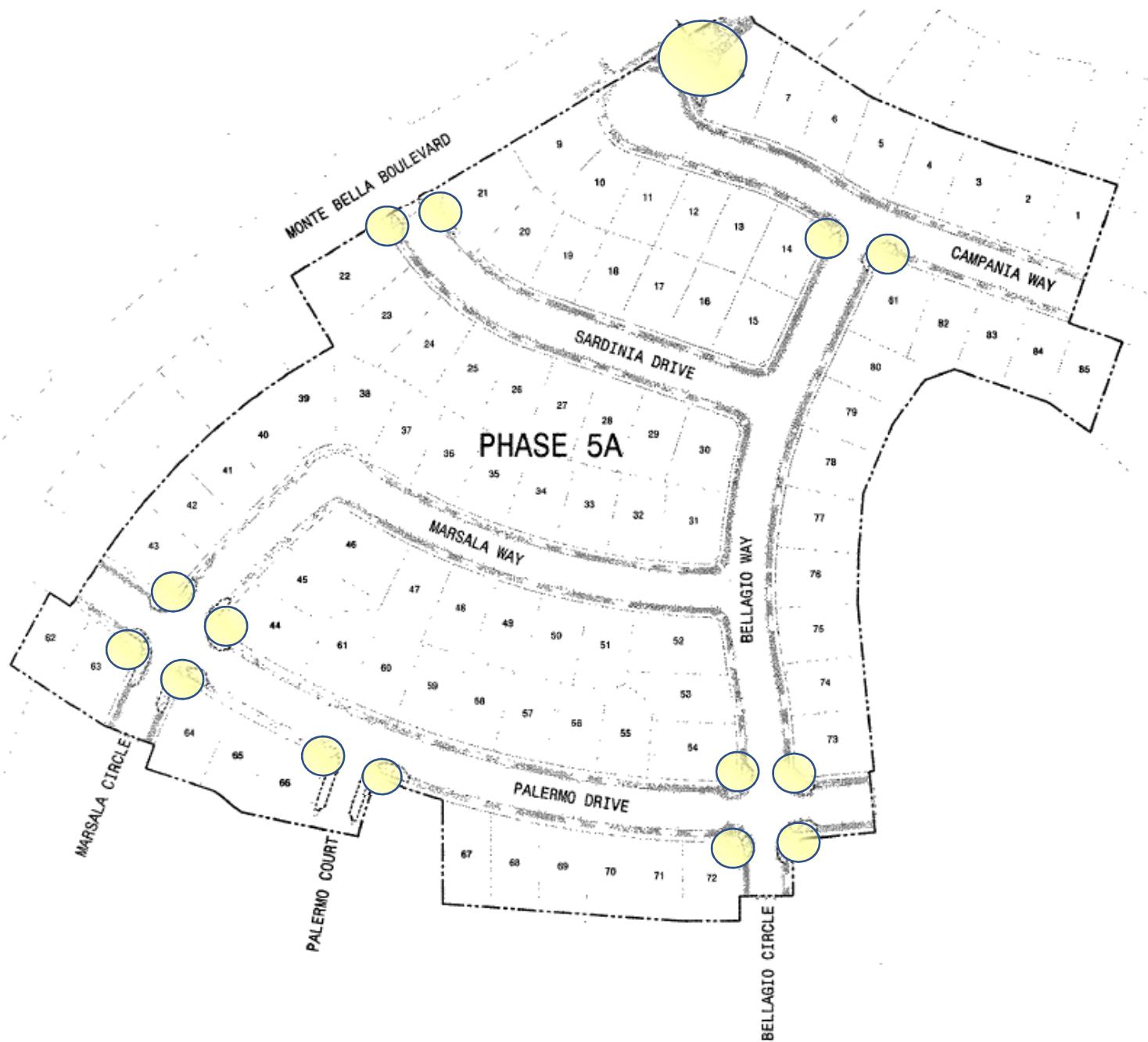
Exhibit A

Legend



Monte Bella Blvd







City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-512, Version: 1

Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL-5045(032)

Approve a Resolution awarding contract to Monterey Peninsula Engineering for the Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL- 5045(032) in the amount of \$7,324,483.99; and approve associated transfer request for \$1,870,000 to consolidate funding for the Downtown Complete Streets project (CIP 9090).



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **OCTOBER 8, 2019**

DEPARTMENT: **PUBLIC WORKS DEPARTMENT**

FROM: **DAVID JACOBS, PUBLIC WORKS DIRECTOR**
VICTOR GUTIERREZ, ASSISTANT ENGINEER

TITLE: **DOWNTOWN COMPLETE STREETS PROJECT, PROJECT NO.**
9090, FEDERAL PROJECT HSIPL-5045(032)

RECOMMENDED MOTION:

A motion to adopt a Resolution to:

- Award contract to Monterey Peninsula Engineering for the Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL- 5045(032) in the amount of \$7,324,483.99; and
- Approve associated transfer request for \$1,870,000 as outlined in the Fiscal Impact section to consolidate funding for the Downtown Complete Streets project (CIP 9090).

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution to:

- Award contract to Monterey Peninsula Engineering for the Downtown Complete Streets Project, Project No. 9090, Federal Project HSIPL- 5045(032) in the amount of \$7,324,483.99; and
- Approve associated transfer request for \$1,870,000 as outlined in the Fiscal Impact section to consolidate funding for the Downtown Complete Streets project (CIP 9090).

EXECUTIVE SUMMARY:

On April 16, 2019, the City Council authorized the rejection of all bids for this project for several reasons, primarily because bids received were approximately 35% higher than the engineer's estimate. With insufficient funds to cover the construction costs, staff has taken measures to reduce the overall scope and cost of the project. Staff has eliminated non-essential items from the plan set, while still ensuring that the plans still meet the conditions of the grant and overall intent complete streets project. On July 2, 2019, City Council authorized the modified plans, specifications and estimate, and authorize an invitation to bidders for the Downtown Complete Streets Project.

BACKGROUND:

Staff applied for and received two different grants for the project: one Highway Safety Improvement Program (HSIP), and a Regional Surface Transportation Program (RSTP) grant. The Downtown Complete Streets project includes improvements on the West Alisal Street corridor from Front Street to Blanco Road and on Lincoln Street from West Alisal Street to Market Street. Council approved a resolution accepting grant funds on August 16, 2016, and December 5, 2017.

Additionally, at its March 2015 meeting, Council approved the Salinas Downtown Vibrancy Plan. An element of the Downtown Vibrancy Plan is the West Alisal Street segment (Downtown Complete Streets Project). Furthermore, at its June 2014 meeting, Council approved a Memorandum of Agreement with the Transportation Agency for Monterey County (TAMC) and other central coast agencies to support Complete Streets improvements along the Marina-Salinas Multi-modal Corridor. Both plans support the implementation of a Complete Streets project along the West Alisal Street corridor.

The timing and location of the project provided an opportunity for the City to implement other infrastructure improvements, including the following:

- Salinas Downtown Fiber Optic Network Plan: The City has been working on the implementation of the Salinas Downtown Fiber Optic Network Plan. The City of Salinas desires to provide high-speed Internet connections to key buildings in its downtown, including CSUMB@Salinas Center, the new Public Safety Center (Alisal St/Work St), City Hall, and businesses in the downtown core area that aims to provide commercial grade high-speed internet to attract new businesses and support growth of existing businesses. The fiber optic communication infrastructure supporting high-speed internet was added to the scope of the overall project. The project limits were expanded to include the extension of this fiber infrastructure to the new public safety building under construction on East Alisal Street and Murphy Street, from the connection to the broadband system on Central Avenue.
- Main Street Streetscape Project: While the Complete Streets project is separate from the Main Street Project, the two project areas overlap. The project will be able to implement a portion of the improvements designated in the Main Street Project for the intersection of West Alisal at Main Street and East Gabilan and Main Street that includes traffic signal and pedestrian crossing upgrades.

The Downtown Complete Streets Project was previously advertised for bid on February 22, 2019. Two contractors submitted bids for the project. The City opened bids on March 19, 2019. Both bids failed to meet disadvantaged business enterprise (DBE) goals and prime contractor performance goals required by conditions of the HSIP grant. Additionally, the two bids received were approximately 35% higher than the original engineer's estimate. For these reasons staff recommended the bids be rejected and at its April 16, 2019 meeting, and Council adopted a resolution rejecting all bids received (Resolution No. 21593).

In view of the fact that bids were higher than the available budget, staff has taken measures to reduce the overall scope and cost of the project. Staff has eliminated non-essential items from the plan set, while still ensuring that the plans still meet the conditions of the grant and overall intent complete streets project. Staff reviewed the previous bids and found that the electrical work, traffic signal work, and mobilization costs were the primary items that were originally underestimated and contributing to the high bids. Staff therefore focused its approach to reducing costs, specifically evaluating what traffic signal equipment could be preserved or eliminated from the project, to lower the overall cost of the project.

The previously proposed traffic signal at the West Alisal Street and Capitol Street, has been removed in its entirety. The County of Monterey had once planned to make this installation but since the County has now moved offices to a new location and County staff no longer felt a traffic signal was needed at this location. The County no longer intends to fund this installation. The City conducted an analysis at this location and found the traffic signal is not warranted, however the all-way stop at this intersection is not a sustainable option with or without the Downtown Complete Streets Project. The project proposes the conversion of this intersection to a two-way stop-controlled intersection.

The fiber optic work has also been modified since the plans were previously bid. The City originally planned to route the fiber optic communication through Hartnell's Campus. However, the City and Hartnell failed to reach an agreement and the plans have been updated to reroute the fiber optic communication within public right of way. The City also included a new splice vault at the Fire Department Station 1 for future use. The added scope of fiber optic system changes has increased the cost of the overall project.

On August 20, 2019, bids were opened for the Downtown Complete Streets Project 9090 with the following results:

Contractor	Total Bid
Monterey Peninsula Engineering	\$7,324,483.99
Granite Rock Company	\$7,485,187.75
The Don Chapin Co., Inc.	\$7,907,996.30
Teichert Construction	\$8,525,105.88
<i>Engineer's Estimate</i>	\$7,029,816.00

The apparent low bidder, Monterey Peninsula Engineering, is 4% above the engineer's estimate. Staff recommends awarding the project to the low bidder.

CEQA CONSIDERATION:

The City of Salinas has determined that the project is exempt from the California Environmental Quality Act (CEQA) per Section 15301, Class 1(c). The proposed improvements constitute a minor modification to an existing facility as defined by the CEQA Guidelines to improve public safety. All work will be completed within the existing public right-of-way.

Additionally, it has been determined that the project is not located on a hazardous waste site, would not result in a significant impact due to unusual circumstances, damage scenic resources, affect a

historic resource, or result in a cumulative impact. For these reasons and those stated above, the project is exempt from the provisions of CEQA. Furthermore, as a result of the federal grant, the project required compliance with the National Environmental Policy Act (NEPA). The State has determined that this project has no significant impacts on the environment as defined by the NEPA, and that there are no unusual circumstances as described in 23 CFR 771.117(b).

STRATEGIC PLAN INITIATIVE:

The project implements several objectives of the Council's Strategic Plan. The project implements the Downtown Vibrancy Plan that is a priority objective of the City's strategic plan. The project supports elements of the Salinas Downtown Fiber Optic Network Plan and the Public Safety Building. The project supports the Council goals of a Well-Planned City and Excellent Infrastructure and Economic Diversity and Prosperity.

DEPARTMENTAL COORDINATION:

Multiple departments have been engaged at various stages of this project. Community Development and Public Works staff participated in the development of the Downtown Vibrancy Plan. The Public Works Department has worked with the Legal and Finance Departments in administering contracts and funding for the design phase. This coordination will continue through project advertisement and construction. The City's Economic Development Director developed the Salinas Downtown Fiber Optic Network Plan, the improvements for which are now included in this project. The Police Department was engaged in the design to bring fiber optic communication to the new police station. Public Works staff has worked with the Fire Department to ensure hardware in the controller cabinets are compatible with future emergency response pre-emption equipment and probable computer aided dispatch equipment.

In addition to coordination amongst City departments, public works staff has had coordination with partners at the County, the Transportation Agency for Monterey County (TAMC), California Department of Transportation (Caltrans), Monterey-Salinas Transit (MST), Union Pacific Railroad and Hartnell College.

FISCAL AND SUSTAINABILITY IMPACT:

Based on the lowest bid received, the estimated total construction cost is listed below and includes Construction Engineering and Contingencies.

Construction Cost	
Lowest Bid Received	\$7,324,483
Contingencies 8.8%	\$642,000
Construction Engineering 8%	\$586,000
Total Construction Costs	\$8,552,484

Based on the total estimated construction costs, there is a projected shortfall of \$1,868,373. As mentioned earlier in this report, the Downtown Complete Streets Project incorporates components of two other Capital Improvements Projects, the Main Street Streetscape Project (CIP 9230) and the Salinas Downtown Fiber Optic Network Plan/New Police Facility fiber optic communication

(CIP 9904). Staff has determined the shortfall breakdown based on the bid items for each of the three projects. The budget for this project and projected shortfall are shown in the table below.

CIP No.	Name	Funding Source	Total Appropriations	Actual Construction Cost	Shortfall
9090	Downtown Complete Streets	HSIP, RSTP, SB1, Gas Tax, Measure X	\$5,377,111	\$6,251,380	(\$874,269)
9230	Vibrancy Plan Infrastructure	Measure X	\$600,000	\$1,154,219	(\$554,219)
9904	New Police Facility (fiber optic communication)	Measure G	\$707,000	\$1,146,884	(\$439,884)
TOTAL			\$ 6,684,111	\$8,552,484	(1,868,373)

Staff is requesting the necessary transfers of \$ 1,870,000, from the below sources to consolidate all funding into CIP 9090-66.4000:

- \$ 875,000 transfer from unallocated Measure X funds;
- \$ 555,000 transfer from CIP No. 9230-66.4000 - Vibrancy Plan Infrastructure (Measure X);
- \$ 293,000 transfer from CIP No. 9904-66.5810 – New Police Facility (Measure G); &
- \$147,000 transfer from CIP No. 9244-66.3600 – New Police Facility Debt Service (Measure G).

ATTACHMENTS:

Resolution

Bid Tabulation

Breakdown of Requested Appropriation

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION AWARDING CONTRACT TO MONTEREY PENINSULA
ENGINEERS FOR THE DOWNTOWN COMPLETE STREETS, PROJECT NO. 9090,
FEDERAL PROJECT HSIPL-5045(032) IN THE AMOUNT OF \$7,324,483.99**

WHEREAS, on July 2, 2019, the City Council pursuant to Resolution No. 21665 (N.C.S.) approved plans and specifications for the Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032); and

WHEREAS, representatives of the City Clerk of Salinas on August 20, 2019, at a public meeting held in the Rotunda at Salinas City Hall, Salinas, California, publicly opened, examined and declared the bids or proposals delivered to or filed with said City Clerk for the Downtown Complete Streets; Project No. 9090; Federal Project HSIPL-5045(032), in accordance with the plans and specifications for such work filed in the office of said City Clerk on July 02, 2019, and now on file in said office; and

WHEREAS, the lowest bidder, Monterey Peninsula Engineers, submitted a bid that is 4% above the Engineer's Estimate; and

WHEREAS, City staff thereupon reported the results of the bidding to the City Council at its regular meeting on October 8, 2019, and the Council in open session at said meeting examined the report of staff; and

BE IT FURTHER RESOLVED that pursuant to Salinas Municipal Code Section 12-21, in reference to the Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032), that all of said bids or proposals are rejected except the bid from Monterey Peninsula Engineers, (hereinafter referred to as "Successful Bidder"), being the lowest and best bid which is hereby accepted. The subject contract is hereby awarded to said Successful Bidder for the sum of \$7,324,483.99, and more specifically at the unit prices particularly set forth and contained in the Proposal for the Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032), of said successful bidders previously filed in the office of the City Clerk. Said sum shall be paid by the City of Salinas to said Successful Bidder in cash, lawful money of the United States of America, payable at the time and manner specified in the plans and specification and contract documents for the project filed in the office of the City Clerk, entitled "Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032)"

BE IT FURTHER RESOLVED that said plans and specification are hereby referred to for all of the details and particulars thereof, and said plans and specification are by reference incorporated in and hereby made a part of this resolution.

BE IT FURTHER RESOLVED that the City Council of Salinas hereby approves the following transfers to consolidate funding into the Downtown Complete Streets Project (CIP No. 9090-66.4000; Federal Project HSIPL-5045(032):

- \$ 875,000 transfer from unallocated Measure X funds;
- \$ 555,000 transfer from CIP No. 9230-66.4000 - Vibrancy Plan Infrastructure (Measure X);
- \$ 293,000 transfer from CIP No. 9904-66.5810 – New Police Facility (Measure G); &
- \$147,000 transfer from CIP No. 9244-66.3600 – New Police Facility Debt Service (Measure G).

BE IT FURTHER RESOLVED that the Mayor of Salinas is hereby authorized and directed on behalf of the City of Salinas to execute a contract consistent with the Proposal of said Successful Bidder for said work.

PASSED AND APPROVED this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

Bid awarded on _____ by Salinas City Council by Resolution No. _____ (NCS) to
 For the sum of \$ _____ for item _____ . All others bids were rejected and
 bid bonds returned. Dated this _____ day of _____, 20____.

CITY CLERK

Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032)

Bid Opening: 8/20/2019				Engineer's Estimate		Monterey Peninsula Engineering		Granite Rock Company		The Don Chapin Co., Inc.		Teichert Construction	
PROJECT MANAGER: Andrew Easterling, P.E. PROJECT COORDINATOR: Victor Gutierrez						192 Healy Avenue Marina CA 93933		120 Granite Rock Way San Jose, CA 95136		560 Crazy Horse Cyn Rd Salinas CA 93907		400 Sunrise Ave, Suite 30 Roseville, CA 95661	
Base Bid													
Item #	Item Description	Quantity	Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	FURNISH AND INSTALL WATER POLLUTION CONTROL PROGRAM; COMPLETE-IN-PLACE	1	LS	\$25,000	\$25,000	\$ 90,000	\$ 90,000	\$ 1,500	\$ 1,500.00	\$ 15,000	\$ 15,000	\$ 50,000	\$ 50,000
2	CONSTRUCTION STAKING	1	LS	\$70,000	\$70,000	\$ 55,000	\$ 55,000	\$ 35,000	\$ 35,000.00	\$ 20,000	\$ 20,000	\$ 45,000	\$ 45,000
3	TRAFFIC CONTROL SYSTEM AND CONSTRUCTION AREA SIGNS; COMPLETE-IN-PLACE	1	LS	\$385,000	\$385,000	\$ 525,000	\$ 525,000	\$ 450,575	\$ 450,575.00	\$ 240,000	\$ 240,000	\$ 755,124.58	\$ 755,124.58
4	REMOVE AND DISPOSE ASPHALT CONCRETE AND AGGREGATE BASE (1' DEPTH)	11,170	CF	\$6	\$67,020	\$ 7	\$ 78,190	\$ 15	\$ 167,550.00	\$ 6	\$ 67,020	\$ 10	\$ 111,700
5	REMOVE AND DISPOSE CONCRETE (CURB)	210	LF	\$14	\$2,940	\$ 7	\$ 1,470	\$ 9.50	\$ 1,995.00	\$ 23	\$ 4,830	\$ 27	\$ 5,670
6	REMOVE AND DISPOSE CONCRETE (CURB AND GUTTER)	1,652	LF	\$15	\$24,780	\$ 11	\$ 18,172	\$ 32	\$ 52,864.00	\$ 23	\$ 37,996	\$ 8	\$ 13,216
7	REMOVE AND DISPOSE CONCRETE SIDEWALK	13,330	SF	\$4	\$53,320	\$ 4	\$ 53,320	\$ 7.50	\$ 99,975.00	\$ 4	\$ 53,320	\$ 6	\$ 79,980
8	REMOVE AND DISPOSE CONCRETE PAVEMENT	135	SF	\$11	\$1,485	\$ 11	\$ 1,485	\$ 11	\$ 1,485.00	\$ 8	\$ 1,080	\$ 26	\$ 3,510
9	REMOVE AND DISPOSE BRICK PAVING	91	SF	\$11	\$1,001	\$ 11	\$ 1,001	\$ 11	\$ 1,001.00	\$ 16	\$ 1,456	\$ 20	\$ 1,820
10	REMOVE AND DISPOSE PIPE	97	LF	\$105	\$10,185	\$ 99	\$ 9,603	\$ 125	\$ 12,125.00	\$ 400	\$ 38,800	\$ 101	\$ 9,797
11	REMOVE AND DISPOSE INLET	19	EA	\$1,100	\$20,900	\$ 1,200	\$ 22,800	\$ 2,225	\$ 42,275.00	\$ 1,000	\$ 19,000	\$ 771	\$ 14,649
12	MODIFY DRAINAGE INLET TO STORM DRAIN MANHOLE; COMPLETE-IN-PLACE	1	EA	\$4,000	\$4,000	\$ 11,400	\$ 11,400	\$ 10,500	\$ 10,500.00	\$ 4,000	\$ 4,000	\$ 11,600	\$ 11,600
13	ADJUST MANHOLE FRAME AND COVER; COMPLETE-IN-PLACE	1	EA	\$1,500	\$1,500	\$ 1,950	\$ 1,950	\$ 3,510	\$ 3,510.00	\$ 1,000	\$ 1,000	\$ 2,500	\$ 2,500
14	HOT MIX ASPHALT (TYPE B); COMPLETE-IN-PLACE	780	TON	\$150	\$117,000	\$ 300	\$ 234,000	\$ 375	\$ 292,500.00	\$ 325	\$ 253,500	\$ 430	\$ 335,400
15	CONSTRUCT CONCRETE CURB TYPE B (SALINAS STD PLAN NO. 1, TYPE B); COMPLETE-IN-PLACE	135	LF	\$140	\$18,900	\$ 95	\$ 12,825.00	\$ 100	\$ 13,500.00	\$ 100	\$ 13,500	\$ 174	\$ 23,490
16	(SALINAS STD PLAN NO. 1, TYPE C); COMPLETE-IN-PLACE	1,350	LF	\$72	\$97,200	\$ 110	\$ 148,500.00	\$ 158	\$ 213,300.00	\$ 115	\$ 155,250	\$ 117	\$ 157,950
17	CONSTRUCT SIDEWALK; COMPLETE-IN-PLACE	8,840	SF	\$22	\$194,480	\$ 15	\$ 132,600.00	\$ 21	\$ 185,640.00	\$ 14	\$ 123,760	\$ 24	\$ 212,160
18	CONSTRUCT CURB RAMP (CALTRANS STD CASE A); COMPLETE-IN-PLACE	10	EA	\$8,000	\$80,000	\$ 5,500	\$ 55,000.00	\$ 9,800	\$ 98,000.00	\$ 3,000	\$ 30,000	\$ 7,100	\$ 71,000
19	CONSTRUCT CURB RAMP (CALTRANS STD CASE B); COMPLETE-IN-PLACE	10	EA	\$8,000	\$80,000	\$ 5,500	\$ 55,000.00	\$ 9,900	\$ 99,000.00	\$ 3,000	\$ 30,000	\$ 8,100	\$ 81,000
20	CONSTRUCT CURB RAMP (MODIFIED CASE B); COMPLETE-IN-PLACE	2	EA	\$8,000	\$16,000	\$ 5,500	\$ 11,000.00	\$ 9,200	\$ 18,400.00	\$ 3,000	\$ 6,000	\$ 7,000	\$ 14,000
21	CONSTRUCT CURB RAMP (CALTRANS STD CASE C); COMPLETE-IN-PLACE	3	EA	\$8,000	\$24,000	\$ 5,500	\$ 16,500.00	\$ 9,300	\$ 27,900.00	\$ 3,000	\$ 9,000	\$ 9,200	\$ 27,600
22	CONSTRUCT CURB RAMP (MODIFIED CASE C); COMPLETE-IN-PLACE	7	EA	\$8,000	\$56,000	\$ 5,500	\$ 38,500.00	\$ 9,500	\$ 66,500.00	\$ 3,000	\$ 21,000	\$ 8,000	\$ 56,000
23	CONSTRUCT CURB RAMP (CASE F); COMPLETE-IN-PLACE	2	EA	\$8,000	\$16,000	\$ 5,500	\$ 11,000.00	\$ 9,300	\$ 18,600.00	\$ 3,000	\$ 6,000	\$ 7,100	\$ 14,200
24	CONSTRUCT CURB RAMP (MODIFIED CASE F); COMPLETE-IN-PLACE	3	EA	\$8,000	\$24,000	\$ 5,500	\$ 16,500.00	\$ 9,500	\$ 28,500.00	\$ 3,000	\$ 9,000	\$ 9,200	\$ 27,600
25	CONSTRUCT CURB RAMP (CALTRANS STD CASE G); COMPLETE-IN-PLACE	5	EA	\$8,000	\$40,000	\$ 5,500	\$ 27,500.00	\$ 9,600	\$ 48,000.00	\$ 3,000	\$ 15,000	\$ 9,600	\$ 48,000
26	CONSTRUCT CURB RAMP (BLENDED TRANSITION); COMPLETE-IN-PLACE	4	EA	\$5,000	\$20,000	\$ 6,000	\$ 24,000.00	\$ 9,800	\$ 39,200.00	\$ 3,000	\$ 12,000	\$ 9,600	\$ 38,400
27	FURNISH AND INSTALL PEDESTRIAN BARRICADE; COMPLETE-IN-PLACE	2	EA	\$1,500	\$3,000	\$ 2,150	\$ 4,300.00	\$ 2,275	\$ 4,550.00	\$ 2,000	\$ 4,000	\$ 800	\$ 1,600
28	RECONSTRUCT DRAINAGE CONNECTION; COMPLETE-IN-PLACE	3	EA	\$600	\$1,800	\$ 500	\$ 1,500.00	\$ 500	\$ 1,500.00	\$ 500	\$ 1,500	\$ 1,700	\$ 5,100
29	RECONSTRUCT CURB DRAIN (SALINAS STD PLAN NO. 19); COMPLETE-IN-PLACE	3	EA	\$750	\$2,250	\$ 350	\$ 1,050.00	\$ 145	\$ 435.00	\$ 700	\$ 2,100	\$ 4,300	\$ 12,900
30	FURNISH AND INSTALL STORM DRAIN MANHOLE; COMPLETE-IN-PLACE	1	EA	\$11,500	\$11,500	\$ 9,500	\$ 9,500.00	\$ 15,575	\$ 15,575.00	\$ 26,000	\$ 26,000	\$ 35,000	\$ 35,000
31	FURNISH AND INSTALL 12" RCP PIPE (CLASS III); COMPLETE-IN-PLACE	114	LF	\$250	\$28,500	\$ 450	\$ 51,300.00	\$ 825	\$ 94,050.00	\$ 505	\$ 57,570	\$ 900	\$ 102,600
32	FURNISH AND INSTALL DRAINAGE INLET; COMPLETE-IN-PLACE	20	EA	\$5,500	\$110,000	\$ 6,000	\$ 120,000.00	\$ 9,000	\$ 180,000.00	\$ 5,000	\$ 100,000	\$ 3,900	\$ 78,000
33	SLURRY SEAL TYPE II; COMPLETE-IN-PLACE	745,131	SF	\$0.27	\$201,185	\$ 0.29	\$ 216,087.99	\$ 0.25	\$ 186,282.75	\$ 0.30	\$ 223,539.30	\$ 0.30	\$ 223,539
34	REMOVE AND DISPOSE CITY TREE	1	LS	\$1,000	\$1,000	\$ 8,900	\$ 8,900.00	\$ 7,500	\$ 7,500.00	\$ 5,000	\$ 5,000	\$ 30,000	\$ 30,000
35	ROADSIDE SIGN AND POST; COMPLETE-IN-PLACE	1	LS	\$65,000	\$65,000	\$ 60,000	\$ 60,000.00	\$ 54,250	\$ 54,250.00	\$ 68,000	\$ 68,000	\$ 48,000	\$ 48,000
36	REMOVE PAVEMENT STRIPING AND MARKINGS; COMPLETE-IN-PLACE	1	LS	\$35,000	\$35,000	\$ 40,000.0	\$ 40,000.00	\$ 35,000	\$ 35,000.00	\$ 44,000	\$ 44,000	\$ 40,000	\$ 40,000
37	FURNISH AND INSTALL STRIPING; COMPLETE-IN-PLACE	1	LS	\$350,000	\$350,000	\$ 250,000	\$ 250,000.00	\$ 223,900	\$ 223,900.00	\$ 280,000	\$ 280,000	\$ 255,000	\$ 255,000

Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032)

PROJECT MANAGER: Andrew Easterling, P.E. PROJECT COORDINATOR: Victor Gutierrez				Engineer's Estimate		Monterey Peninsula Engineering 192 Healy Avenue Marina CA 93933		Granite Rock Company 120 Granite Rock Way San Jose, CA 95136		The Don Chapin Co., Inc. 560 Crazy Horse Cyn Rd Salinas CA 93907		Teichert Construction 400 Sunrise Ave, Suite 30 Roseville, CA 95661	
Base Bid													
Item #	Item Description	Quantity	Measure	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
38	FURNISH AND INSTALL 4" SCHEDULE 80 HDPE CONDUIT WITH MAXCELL INNERDUCT	7,000	LF	\$56	\$392,000	\$ 56	\$ 392,000.00	\$ 47	\$ 329,000.00	\$ 60	\$ 420,000	\$ 53	\$ 371,000
39	FURNISH AND INSTALL 4" SCHEDULE 80 HDPE CONDUIT EMPTY	500	LF	\$50	\$25,000	\$ 50.00	\$ 25,000.00	\$ 79	\$ 39,500.00	\$ 98	\$ 49,000	\$ 41	\$ 20,500
40	FURNISH AND INSTALL 2" SCHEDULE 80 HDPE CONDUIT EMPTY	200	LF	\$45	\$9,000	\$ 45	\$ 9,000.00	\$ 70	\$ 14,000.00	\$ 87	\$ 17,400	\$ 35	\$ 7,000
41	FURNISH AND INSTALL 2" GRS CONDUIT IN GARAGE	250	LF	\$54	\$13,500	\$ 52	\$ 13,000.00	\$ 95	\$ 23,750.00	\$ 118	\$ 29,500	\$ 37	\$ 9,250
42	FURNISH AND INSTALL NO. 6E PULL BOX	17	EA	\$660	\$11,220	\$ 730	\$ 12,410.00	\$ 1,750	\$ 29,750.00	\$ 2,175	\$ 36,975	\$ 2,200	\$ 37,400
43	FURNISH AND INSTALL N48 FIBER OPTIC SPLICE VAULT	10	EA	\$2,100	\$21,000	\$ 2,128	\$ 21,280.00	\$ 5,000	\$ 50,000.00	\$ 6,200	\$ 62,000	\$ 4,000	\$ 40,000
44	FURNISH 288-STRAND FIBER OPTIC CABLE	12,100	LF	\$7	\$84,700	\$ 5.60	\$ 67,760.00	\$ 5	\$ 60,500.00	\$ 11	\$ 133,100	\$ 5	\$ 60,500
45	INSTALL 288-STRAND FIBER OPTIC CABLE IN CONDUIT	9,100	LF	\$26	\$236,600	\$ 25	\$ 227,500.00	\$ 8.50	\$ 77,350.00	\$ 11	\$ 100,100	\$ 47	\$ 427,700
46	FURNISH AND INSTALL FIBER SPLICE CLOSURE	1	EA	\$6,000	\$6,000	\$ 50,000	\$ 50,000.00	\$ 9,500	\$ 9,500.00	\$ 11,000	\$ 11,000	\$ 2,700	\$ 2,700
47	FURNISH AND INSTALL FIBER TERMINATION PANEL (12 PORT)	0	EA	\$27,000	\$0	\$ 27,000	\$ -	\$ -	\$ -	\$ 5,000	\$ -	\$ 6,000	\$ -
48	FURNISH AND INSTALL FIBER TERMINATION PANEL (288 PORT)	1	EA	\$27,000	\$27,000	\$ 27,000	\$ 27,000.00	\$ 45,000	\$ 45,000.00	\$ 56,000	\$ 56,000	\$ 2,700	\$ 2,700
49	MAKE AND TEST FIBER SPLICE	4	EA	\$5,000	\$20,000	\$ 5,100	\$ 20,400.00	\$ 7,500	\$ 30,000.00	\$ 9,000	\$ 36,000	\$ 6,800	\$ 27,200
50	MAKE AND TEST FIBER TERMINATION	12	EA	\$2,000	\$24,000	\$ 2,000	\$ 24,000.00	\$ 7,500	\$ 90,000.00	\$ 9,000	\$ 108,000	\$ 6,300	\$ 75,600
51	SYSTEM TESTING	1	LS	\$31,000	\$31,000	\$ 31,360	\$ 31,360.00	\$ 20,000	\$ 20,000.00	\$ 94,000	\$ 94,000	\$ 1,400	\$ 1,400
52	REMOVE AND DISPOSE SIGNAL POLE AND FOUNDATION	30	EA	\$2,900	\$87,000	\$ 2,800	\$ 84,000.00	\$ 3,900	\$ 117,000.00	\$ 4,500	\$ 135,000	\$ 3,200	\$ 96,000
53	FURNISH AND INSTALL PULL BOX (CALTRANS NO. 5); COMPLETE-IN-PLACE	78	EA	\$900	\$70,200	\$ 800	\$ 62,400.00	\$ 950	\$ 74,100.00	\$ 1,200	\$ 93,600	\$ 2,200	\$ 171,600
54	FURNISH AND INSTALL PULL BOX (CALTRANS NO. 6E); COMPLETE-IN-PLACE	8	EA	\$1,500	\$12,000	\$ 1,300	\$ 10,400.00	\$ 1,250	\$ 10,000.00	\$ 1,600	\$ 12,800	\$ 2,200	\$ 17,600
55	FURNISH AND INSTALL CONDUIT AND CONDUCTORS; COMPLETE-IN-PLACE	1	LS	\$550,000	\$550,000	\$ 655,200	\$ 655,200.00	\$ 125,000	\$ 125,000.00	\$ 467,000	\$ 467,000	\$ 152,000	\$ 152,000
56	FURNISH AND INSTALL TRAFFIC SIGNAL CABINET; COMPLETE-IN-PLACE	7	EA	\$45,000	\$315,000	\$ 46,500	\$ 325,500.00	\$ 55,000	\$ 385,000.00	\$ 62,000	\$ 434,000	\$ 53,000	\$ 371,000
57	FURNISH AND INSTALL TYPE 1-A POLE; COMPLETE-IN-PLACE	37	EA	\$10,000	\$370,000	\$ 3,600	\$ 133,200.00	\$ 3,500	\$ 129,500.00	\$ 4,500	\$ 166,500	\$ 5,350	\$ 197,950
58	FURNISH AND INSTALL TYPE 21TS POLE AND MAST ARM; COMPLETE-IN-PLACE	5	EA	\$15,000	\$75,000	\$ 14,300	\$ 71,500.00	\$ 9,500	\$ 47,500.00	\$ 12,000	\$ 60,000	\$ 13,000	\$ 65,000
59	FURNISH AND INSTALL POLE AND MAST ARM; COMPLETE-IN-PLACE	26	EA	\$30,000	\$780,000	\$ 32,500	\$ 845,000.00	\$ 35,000	\$ 910,000.00	\$ 43,500	\$ 1,131,000	\$ 37,000	\$ 962,000
60	FURNISH AND INSTALL DECORATIVE BASE PLATES FOR ALL POLES; COMPLETE-IN-PLACE	68	EA	\$1,325	\$90,100	\$ 3,500	\$ 238,000.00	\$ 3,500	\$ 238,000.00	\$ 4,400	\$ 299,200	\$ 4,000	\$ 272,000
61	PEDESTRIAN SIGNALS AND MOUNTINGS; COMPLETE-IN-PLACE	92	EA	\$1,325	\$121,900	\$ 1,000	\$ 92,000.00	\$ 975	\$ 89,700.00	\$ 1,200	\$ 110,400	\$ 950	\$ 87,400
62	FURNISH AND INSTALL VEHICULAR SIGNALS AND MOUNTINGS; COMPLETE-IN-PLACE	142	EA	\$1,100	\$156,200	\$ 1,100	\$ 156,200.00	\$ 1,050	\$ 149,100.00	\$ 1,300	\$ 184,600	\$ 1,200	\$ 170,400
63	FURNISH AND INSTALL PEDESTRIAN PUSH BUTTON ASSEMBLY; COMPLETE-IN-PLACE	80	EA	\$1,300	\$104,000	\$ 1,350	\$ 108,000.00	\$ 1,250	\$ 100,000.00	\$ 1,500	\$ 120,000	\$ 1,700	\$ 136,000
64	FURNISH AND INSTALL EMERGENCY VEHICLE PRE-EMPTION DETECTOR AND CABLING (MODEL 721)	10	LS	\$15,000	\$150,000	\$ 12,320	\$ 123,200.00	\$ 1,500	\$ 15,000.00	\$ 2,000	\$ 20,000	\$ 26,000	\$ 260,000
65	FURNISH AND INSTALL VIDEO DETECTION SYSTEM; COMPLETE-IN-PLACE	37	EA	\$18,500	\$684,500	\$ 16,700	\$ 617,900.00	\$ 28,500	\$ 1,054,500	\$ 28,000	\$ 1,036,000	\$ 30,000	\$ 1,110,000
66	FURNISH AND INSTALL BATTERY BACKUP SYSTEM; COMPLETE-IN-PLACE	7	EA	\$14,850	\$103,950	\$ 13,160	\$ 92,120.00	\$ 12,500	\$ 87,500.00	\$ 16,000	\$ 112,000	\$ 16,000	\$ 112,000
67	FURNISH AND INSTALL CONTROLLER; COMPLETE-IN-PLACE	7	EA	\$10,000	\$70,000	\$ 10,600	\$ 74,200.00	\$ 25,000	\$ 175,000.00	\$ 31,000	\$ 217,000	\$ 12,300	\$ 86,100
68	FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL MAST ARM; COMPLETE-IN-PLACE	30	EA	\$600	\$18,000	\$ 400	\$ 12,000.00	\$ 500	\$ 15,000.00	\$ 620	\$ 18,600	\$ 400	\$ 12,000
69	FURNISH AND INSTALL IISNS; COMPLETE-IN-PLACE	30	EA	\$3,700	\$111,000	\$ 9,600	\$ 288,000.00	\$ 3,750.00	\$ 112,500.00	\$ 4,600	\$ 138,000	\$ 4,000	\$ 120,000
Bid Total (Items 1-69) (For Comparison Only)				\$7,029,816		\$7,324,483.99		\$7,485,187.75		\$7,907,996.30		\$8,525,105.88	
ADDENDUM NO. 1 & 2 SIGNED & DATED				YES		YES		YES		YES		YES	
PROPOSAL FORM COMPLETED, SIGNED & DATED				YES		YES		YES		YES		YES	
BIDDER'S BOND				YES		YES		YES		YES		YES	
BIDDER'S STATEMENT OF FINANCIAL RESPONSIBILITY				YES		YES		YES		YES		YES	
INSURANCE CERTIFICATION				YES		YES		YES		YES		YES	

Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032)

PROJECT MANAGER: Andrew Easterling, P.E. PROJECT COORDINATOR: Victor Gutierrez		Engineer's Estimate		Monterey Peninsula Engineering 192 Healy Avenue Marina CA 93933	Granite Rock Company 120 Granite Rock Way San Jose, CA 95136	The Don Chapin Co., Inc. 560 Crazy Horse Cyn Rd Salinas CA 93907	Teichert Construction 400 Sunrise Ave, Suite 30 Roseville, CA 95661
Base Bid							
<i>Item #</i>	<i>Item Description</i>	<i>Quantity</i>	<i>Measure</i>	<i>Unit Price</i>	<i>Item Total</i>	<i>Unit Price</i>	<i>Item Total</i>
BIDDER'S STATEMENT OF SUBCONTRACTORS - PT. 1				YES	YES	YES	YES
EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION				YES	YES	YES	YES
PUBLIC CONTRACT CODE SECTION 10285.1 STATEMENT				YES	YES	YES	YES
PUBLIC CONTRACT CODE SECTION 10162 QUESTIONNAIRE				YES	YES	YES	YES
PUBLIC CONTRACT CODE SECTION 10232 STATEMENT				YES	YES	YES	YES
CONTRACTOR'S CERTIFICATION OF NON-SEGREGATED FACILITIES				YES	YES	YES	YES
NON-COLLUSION DECLARATION OF CONTRACTOR AFFIDAVIT				YES	YES	YES	YES
DEBARMENT AND SUSPENSION CERTIFICATION				YES	YES	YES	YES
NON-LOBBYING CERTIFICATION FOR FEDERAL-AID CONTRACTS				YES	YES	YES	YES
DISCLOSURE OF LOBBYING ACTIVITIES				YES	YES	YES	YES
BUY AMERICA CERTIFICATION				YES	YES	YES	YES

Bid Opening: 8/20/2019				Monterey Peninsula Engineering 192 Healy Avenue Marina CA 93933		Main St	Fiber Optic	CIP 9090
PROJECT MANAGER: Andrew Easterling, P.E. PROJECT COORDINATOR: Victor Gutierrez								
Base Bid								
Item #	Item Description	Quantity	Measure	Unit Price	Item Total			
1	FURNISH AND INSTALL WATER POLLUTION CONTROL PROGRAM; COMPLETE-IN-PLACE	1	LS	\$ 90,000	\$ 90,000	\$ 9,000.00	\$ 9,000.00	\$ 72,000.00
2	CONSTRUCTION STAKING	1	LS	\$ 55,000	\$ 55,000			\$ 55,000.00
3	TRAFFIC CONTROL SYSTEM AND CONSTRUCTION AREA SIGNS; COMPLETE-IN-PLACE	1	LS	\$ 525,000	\$ 525,000	\$52,500	\$ 52,500	\$ 420,000.00
4	REMOVE AND DISPOSE ASPHALT CONCRETE AND AGGREGATE BASE (1' DEPTH)	11,170	CF	\$ 7	\$ 78,190			\$ 78,190.00
5	REMOVE AND DISPOSE CONCRETE (CURB)	210	LF	\$ 7	\$ 1,470			\$ 1,470.00
6	REMOVE AND DISPOSE CONCRETE (CURB AND GUTTER)	1,652	LF	\$ 11	\$ 18,172			\$ 18,172.00
7	REMOVE AND DISPOSE CONCRETE SIDEWALK	13,330	SF	\$ 4	\$ 53,320			\$ 53,320.00
8	REMOVE AND DISPOSE CONCRETE PAVEMENT	135	SF	\$ 11	\$ 1,485			\$ 1,485.00
9	REMOVE AND DISPOSE BRICK PAVING	91	SF	\$ 11	\$ 1,001			\$ 1,001.00
10	REMOVE AND DISPOSE PIPE	97	LF	\$ 99	\$ 9,603			\$ 9,603.00
11	REMOVE AND DISPOSE INLET	19	EA	\$ 1,200	\$ 22,800			\$ 22,800.00
12	MODIFY DRAINAGE INLET TO STORM DRAIN MANHOLE; COMPLETE-IN-PLACE	1	EA	\$ 11,400	\$ 11,400			\$ 11,400.00
13	ADJUST MANHOLE FRAME AND COVER; COMPLETE-IN-PLACE	1	EA	\$ 1,950	\$ 1,950			\$ 1,950.00
14	HOT MIX ASPHALT (TYPE B); COMPLETE-IN-PLACE	780	TON	\$ 300	\$ 234,000			\$ 234,000.00
15	CONSTRUCT CONCRETE CURB TYPE B (SALINAS STD PLAN NO. 1, TYPE B); COMPLETE-IN-PLACE	135	LF	\$ 95	\$ 12,825.00			\$ 12,825.00
16	(SALINAS STD PLAN NO. 1, TYPE C); COMPLETE-IN-PLACE	1,350	LF	\$ 110	\$ 148,500.00			\$ 148,500.00
17	CONSTRUCT SIDEWALK; COMPLETE-IN-PLACE	8,840	SF	\$ 15	\$ 132,600.00			\$ 132,600.00
18	CONSTRUCT CURB RAMP (CALTRANS STD CASE A); COMPLETE-IN-PLACE	10	EA	\$ 5,500	\$ 55,000.00			\$ 55,000.00
19	CONSTRUCT CURB RAMP (CALTRANS STD CASE B); COMPLETE-IN-PLACE	10	EA	\$ 5,500	\$ 55,000.00			\$ 55,000.00
20	CONSTRUCT CURB RAMP (MODIFIED CASE B); COMPLETE-IN-PLACE	2	EA	\$ 5,500	\$ 11,000.00			\$ 11,000.00
21	CONSTRUCT CURB RAMP (CALTRANS STD CASE C); COMPLETE-IN-PLACE	3	EA	\$ 5,500	\$ 16,500.00			\$ 16,500.00
22	CONSTRUCT CURB RAMP (MODIFIED CASE C); COMPLETE-IN-PLACE	7	EA	\$ 5,500	\$ 38,500.00			\$ 38,500.00
23	CONSTRUCT CURB RAMP (CASE F); COMPLETE-IN-PLACE	2	EA	\$ 5,500	\$ 11,000.00			\$ 11,000.00
24	CONSTRUCT CURB RAMP (MODIFIED CASE F); COMPLETE-IN-PLACE	3	EA	\$ 5,500	\$ 16,500.00			\$ 16,500.00
25	CONSTRUCT CURB RAMP (CALTRANS STD CASE G); COMPLETE-IN-PLACE	5	EA	\$ 5,500	\$ 27,500.00			\$ 27,500.00
26	CONSTRUCT CURB RAMP (BLENDED TRANSITION); COMPLETE-IN-PLACE	4	EA	\$ 6,000	\$ 24,000.00			\$ 24,000.00
27	FURNISH AND INSTALL PEDESTRIAN BARRICADE; COMPLETE-IN-PLACE	2	EA	\$ 2,150	\$ 4,300.00			\$ 4,300.00
28	RECONSTRUCT DRAINAGE CONNECTION; COMPLETE-IN-PLACE	3	EA	\$ 500	\$ 1,500.00			\$ 1,500.00
29	RECONSTRUCT CURB DRAIN (SALINAS STD PLAN NO. 19); COMPLETE-IN-PLACE	3	EA	\$ 350	\$ 1,050.00			\$ 1,050.00
30	FURNISH AND INSTALL STORM DRAIN MANHOLE; COMPLETE-IN-PLACE	1	EA	\$ 9,500	\$ 9,500.00			\$ 9,500.00
31	FURNISH AND INSTALL 12" RCP PIPE (CLASS III); COMPLETE-IN-PLACE	114	LF	\$ 450	\$ 51,300.00			\$ 51,300.00
32	FURNISH AND INSTALL DRAINAGE INLET; COMPLETE-IN-PLACE	20	EA	\$ 6,000	\$ 120,000.00			\$ 120,000.00
33	SLURRY SEAL TYPE II; COMPLETE-IN-PLACE	745,131	SF	\$ 0.29	\$ 216,087.99			\$ 216,087.99
34	REMOVE AND DISPOSE CITY TREE	1	LS	\$ 8,900	\$ 8,900.00			\$ 8,900.00
35	ROADSIDE SIGN AND POST; COMPLETE-IN-PLACE	1	LS	\$ 60,000	\$ 60,000.00			\$ 60,000.00
36	REMOVE PAVEMENT STRIPING AND MARKINGS; COMPLETE-IN-PLACE	1	LS	\$ 40,000.00	\$ 40,000.00			\$ 40,000.00
37	FURNISH AND INSTALL STRIPING; COMPLETE-IN-PLACE	1	LS	\$ 250,000	\$ 250,000.00			\$ 250,000.00
38	FURNISH AND INSTALL 4" SCHEDULE 80 HDPE CONDUIT WITH MAXCELL INNERDUCT	7,000	LF	\$ 56	\$ 392,000.00	\$ 392,000	\$	-
39	FURNISH AND INSTALL 4" SCHEDULE 80 HDPE CONDUIT EMPTY	500	LF	\$ 50.00	\$ 25,000.00	\$ 25,000	\$	-
40	FURNISH AND INSTALL 2" SCHEDULE 80 HDPE CONDUIT EMPTY	200	LF	\$ 45	\$ 9,000.00	\$ 9,000	\$	-
41	FURNISH AND INSTALL 2" GRS CONDUIT IN GARAGE	250	LF	\$ 52	\$ 13,000.00	\$ 13,000	\$	-
42	FURNISH AND INSTALL NO. 6E PULL BOX	17	EA	\$ 730	\$ 12,410.00	\$ 12,410	\$	-

Downtown Complete Streets, Project No. 9090, Federal Project HSIPL-5045(032)

PROJECT MANAGER: Andrew Easterling, P.E. PROJECT COORDINATOR: Victor Gutierrez			Monterey Peninsula Engineering 192 Healy Avenue Marina CA 93933	Main St	Fiber Optic	CIP 9090
Base Bid						
Item #	Item Description	Quantity	Measure	Unit Price	Item Total	
43	FURNISH AND INSTALL N48 FIBER OPTIC SPLICING VAULT	10	EA	\$ 2,128	\$ 21,280.00	\$ 21,280
44	FURNISH 288-STRAND FIBER OPTIC CABLE	12,100	LF	\$ 5.60	\$ 67,760.00	\$ 67,760
45	INSTALL 288-STRAND FIBER OPTIC CABLE IN CONDUIT	9,100	LF	\$ 25	\$ 227,500.00	\$ 227,500
46	FURNISH AND INSTALL FIBER SPLICE CLOSURE	1	EA	\$ 50,000	\$ 50,000.00	\$ 50,000
47	FURNISH AND INSTALL FIBER TERMINATION PANEL (12 PORT)	0	EA	\$ 27,000	\$ -	\$ -
48	FURNISH AND INSTALL FIBER TERMINATION PANEL (288 PORT)	1	EA	\$ 27,000	\$ 27,000.00	\$ 27,000
49	MAKE AND TEST FIBER SPLICE	4	EA	\$ 5,100	\$ 20,400.00	\$ 20,400
50	MAKE AND TEST FIBER TERMINATION	12	EA	\$ 2,000	\$ 24,000.00	\$ 24,000
51	SYSTEM TESTING	1	LS	\$ 31,360	\$ 31,360.00	\$ 31,360
52	REMOVE AND DISPOSE SIGNAL POLE AND FOUNDATION	30	EA	\$ 2,800	\$ 84,000.00	\$ 25,200
53	FURNISH AND INSTALL PULL BOX (CALTRANS NO. 5); COMPLETE-IN-PLACE	78	EA	\$ 800	\$ 62,400.00	\$ 12,800
54	FURNISH AND INSTALL PULL BOX (CALTRANS NO. 6E); COMPLETE-IN-PLACE	8	EA	\$ 1,300	\$ 10,400.00	\$ 2,600
55	FURNISH AND INSTALL CONDUIT AND CONDUCTORS; COMPLETE-IN-PLACE	1	LS	\$ 655,200	\$ 655,200.00	\$ 131,040
56	FURNISH AND INSTALL TRAFFIC SIGNAL CABINET; COMPLETE-IN-PLACE	7	EA	\$ 46,500	\$ 325,500.00	\$ 93,000
57	FURNISH AND INSTALL TYPE 1-A POLE; COMPLETE-IN-PLACE	37	EA	\$ 3,600	\$ 133,200.00	\$ 28,800
58	FURNISH AND INSTALL TYPE 21TS POLE AND MAST ARM; COMPLETE-IN-PLACE	5	EA	\$ 14,300	\$ 71,500.00	\$ 71,500.00
59	FURNISH AND INSTALL POLE AND MAST ARM; COMPLETE-IN-PLACE	26	EA	\$ 32,500	\$ 845,000.00	\$ 260,000
60	FURNISH AND INSTALL DECORATIVE BASE PLATES FOR ALL POLES; COMPLETE-IN-PLACE	68	EA	\$ 3,500	\$ 238,000.00	\$ 56,000
61	PEDESTRIAN SIGNALS AND MOUNTINGS; COMPLETE-IN-PLACE	92	EA	\$ 1,000	\$ 92,000.00	\$ 16,000
62	FURNISH AND INSTALL VEHICULAR SIGNALS AND MOUNTINGS; COMPLETE-IN-PLACE	142	EA	\$ 1,100	\$ 156,200.00	\$ 30,800
63	FURNISH AND INSTALL PEDESTRIAN PUSH BUTTON ASSEMBLY; COMPLETE-IN-PLACE	80	EA	\$ 1,350	\$ 108,000.00	\$ 10,800
64	FURNISH AND INSTALL EMERGENCY VEHICLE PRE-EMPTION DETECTOR AND CABLING (MODEL 721)	10	LS	\$ 12,320	\$ 123,200.00	\$ 1,232
65	FURNISH AND INSTALL VIDEO DETECTION SYSTEM; COMPLETE-IN-PLACE	37	EA	\$ 16,700	\$ 617,900.00	\$ 133,600
66	FURNISH AND INSTALL BATTERY BACKUP SYSTEM; COMPLETE-IN-PLACE	7	EA	\$ 13,160	\$ 92,120.00	\$ 26,320
67	FURNISH AND INSTALL CONTROLLER; COMPLETE-IN-PLACE	7	EA	\$ 10,600	\$ 74,200.00	\$ 21,200
68	FURNISH AND INSTALL SIGN ON TRAFFIC SIGNAL MAST ARM; COMPLETE-IN-PLACE	30	EA	\$ 400	\$ 12,000.00	\$ 800
69	FURNISH AND INSTALL IISNS; COMPLETE-IN-PLACE	30	EA	\$ 9,600	\$ 288,000.00	\$ 76,800
Bid Total (Items 1-69) (For Comparison Only)				\$7,324,484	\$988,492	\$982,210
	Contingencies	8.8%		\$642,000	\$86,643	\$86,092
	Construction Engineering	8%		\$586,000	\$79,085	\$78,582
Total				\$8,552,484	\$1,154,219	\$1,146,884
Appropriation				\$600,000	\$707,000	\$ 5,377,111
Shortfall				\$ (554,219)	\$ (439,884)	\$ (874,269)



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-514, **Version:** 1

“No Parking” Red Zones at the Intersection of Archer Street and West Street

Approve a Resolution establishing 55 feet of “No Parking” red zones at the intersection of Archer Street and West Street to provide sufficient corner sight distance.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **OCTOBER 8, 2019**

DEPARTMENT: **PUBLIC WORKS**

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

BY: **ANDREW EASTERLING, TRAFFIC ENGINEER**

TITLE: **“NO PARKING” RED ZONES AT THE INTERSECTION OF ARCHER STREET AND WEST STREET**

RECOMMENDED MOTION:

A motion to adopt a resolution establishing 55 feet of “No Parking” red zone marking(s) at the intersection of Archer Street and West Street to provide sufficient corner sight distance.

RECOMMENDATION:

It is recommended that the City Council adopt a Resolution approving the establishment of a total of 55 feet of “No Parking” red zone marking(s) at the intersection of Archer Street and West Street.

EXECUTIVE SUMMARY:

Staff received a request to evaluate sight lines at the intersection of Archer Street and West Street. Staff determined that parked vehicles obstructed sightlines necessary to provide the minimum stopping sight distance. Staff is recommending the designation of approximately 55 feet of “No Parking” red zone marking(s) at the intersection of Archer Street and West Street, equivalent to roughly 2 parking spaces in total, to provide sufficient sight lines.

BACKGROUND:

Staff has received a request to evaluate sight lines at the intersection of Archer Street and West Street. Staff conducted an analysis and determined sight lines necessary to make a safe turning movement based on the gap acceptance decision for turning movements from the minor-roadway (Archer Street) while providing necessary stopping sight distance for vehicles on the major-roadway (West Street). Based on the traffic analysis and design standards established by state and federal design guidelines, staff is proposing the removal of approximately 15 feet and 40 feet of parking along West Street (see Attachment 2).

Intersection sight distance criteria for stop-controlled intersections is typically longer than stopping sight distance to allow the intersection to operate smoothly. Minor-road vehicle operators can wait at the approach until they can adequately evaluate sufficient gaps in traffic so that they can proceed

safely without forcing a major-road vehicle to stop or unduly interfering with major-road traffic operations. For this application staff is recommending stopping sight distance as the minimum standard to apply to provide adequate sight lines and also minimize the impacts to on-street parking capacity.

TRAFFIC AND TRANSPORTATION COMMISSION:

The establishment of a total of 55 feet of “No Parking” red zone marking(s) at the intersection of Archer Street and West Street was presented to the Traffic and Transportation Commission at its September 2019 meeting. The Commission received a copy of the attached letter opposing the proposed red zone. At the Commission meeting, Jesse Hernandez, a resident of the area also spoke in opposition of the red zones because of parking demand in the area. Staff’s recommendation responds to an inherent safety concern at the intersection. As mentioned earlier in the report, staff’s use of the stopping sight distance already minimizes the loss of parking and still address the safety concern.

The Commission voted 4-0, with one Commissioner abstaining, to recommend to the City Council the establishment of 55 feet of “No Parking” red zone marking(s) at the intersection of Archer Street and West Street to provide sufficient corner sight distance.

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 consists of operation and minor alteration of an existing City street.

STRATEGIC PLAN INITIATIVE:

The “No Parking” red zone marking(s) propose for the intersection of Archer Street and West Street supports the Council of “Well planned city and excellent infrastructure.”

DEPARTMENTAL COORDINATION:

Red zone markings are installed and maintained by Public Works staff. Parking enforcement is provided in coordination with Parking Enforcement Staff (SERCO) and the Police Department.

FISCAL AND SUSTAINABILITY IMPACT:

The estimated labor and material cost to install the “No Parking” red zone marking(s) along Archer Street and West Street is estimated to be \$220.00. Sufficient funding is available in the current streets budget to fund the installations.

ATTACHMENTS:

Attachment 1: Resolution

Attachment 2: Proposed No Parking Exhibit

Attachment 3: Letter Opposing Parking Removal

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION OF THE SALINAS CITY COUNCIL ESTABLISHING 55 FEET OF
“NO PARKING” RED ZONE(S) AT THE INTERSECTION OF ARCHER STREET AND
WEST STREET**

WHEREAS, the City received a request to evaluate corner sight distance at the intersection of Archer Street and West Street to determine proper sightlines necessary to provide stopping sight distance; and

WHEREAS, on September 12, 2019, the Traffic and Transportation Commission voted unanimously (4-0) to recommend to City Council the approval of establishing a total of 55 feet of “No Parking” red zone(s) at the intersection of Archer Street and West Street (see Attachment 2); and

WHEREAS, the City of Salinas has determined that the implementing the parking restrictions is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1). The project consists of the operation, repair, or minor alteration of public streets involving no expansion of use. There would be no significant effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the establishment of 55 feet of “No Parking” Red Zone(s) at the intersection of Archer Street and West Street; and

PASSED AND ADOPTED this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

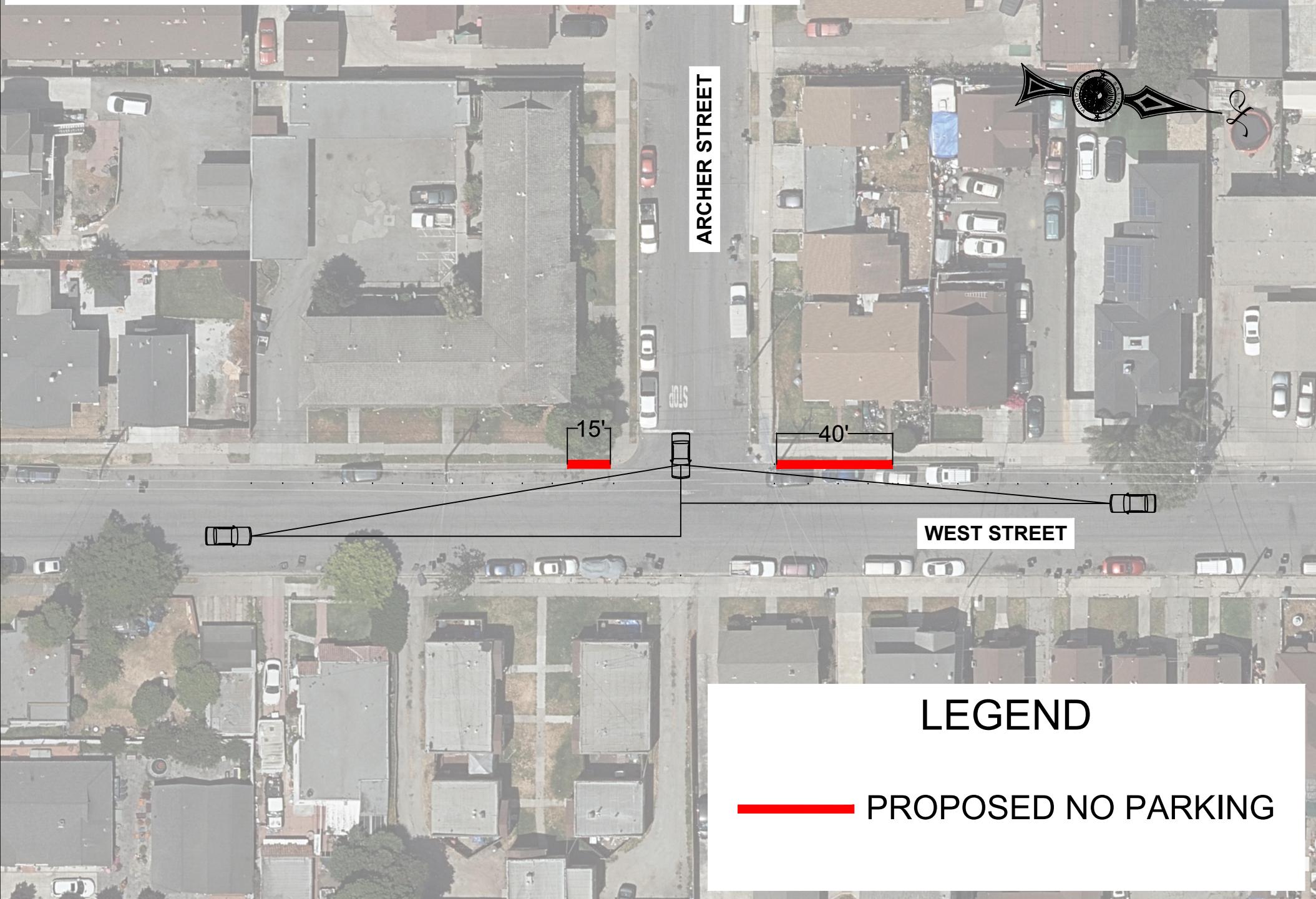
APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

PROPOSED PARKING RESTRICTIONS ARCHER STREET AT WEST STREET



September 6, 2019

Mr James Serrano,

I live at the cross of Central Ave and West St. and I oppose the red curb no parking proposal for West/ Archer St. intersection. We already have a problem with finding parking in our area without losing more space. I have never had any safety issues driving that area for the last 20 years, there are other places I can think of that needs a red curb but that spot is not one of them.

I would support a proposal of a parking permit system like there is around the neighborhoods by Salinas Valley Memorial Hospital. Residents pay a yearly fee per car for a permit and are allowed to park on the street. Living on Central is a constant battle with the college kids and too many cars for the apartments around here. I work a lot of night shifts and usually have to park 2 blocks away from my home when I get off at 2 am. The permit system would force the college students to utilize the Hartnell parking lot, and maybe some of the excess vehicles left in our neighborhood. The college would receive money from the new cars using their parking lot, and the city would receive extra funds from the resident permits sold for other traffic needs.

Thank you for your duty on this commission and considering the residents opinions in this matter.

Sincerely,



Kimberly Moore
Central Ave resident

**NOTICE OF PUBLIC MEETING
TO CONSIDER THE INSTALLATION OF RED CURB
"NO PARKING" ZONES AT THE INTERSECTION OF
ARCHER STREET AND WEST STREET.**

**TRAFFIC AND TRANSPORTATION COMMISSION
THURSDAY, SEPTEMBER 12, 2019 AT 6:00 P.M.
SALINAS CITY COUNCIL CHAMBERS
200 LINCOLN AVENUE, SALINAS, CA**

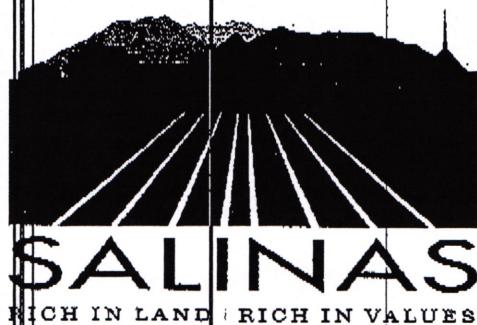
On September 12, 2019 the Salinas Traffic and Transportation Commission (T&TC) will consider the request to install "No Parking" Red Zone(s) at the intersection of Archer Street and West Street. The attached map shows the proposed locations. You are being notified because your residence and/or business is within close proximity to the impacted area.

The T&TC will consider this issue at their **September 12, 2019 meeting at 6:00 p.m.** The meeting will be held in the **Council Chambers** (round building at the corner of Lincoln Avenue and Gabilan Street), 200 Lincoln Avenue, Salinas. The Commission's recommendation will be forwarded to Council for final consideration and action.

The public may voice their opinions at the Traffic and Transportation Commission meeting at the time and location stated above. The public may also write/fax a letter to James Serrano at Salinas Public Works Department, 200 Lincoln Avenue, Salinas, CA 93901. (Fax #: 758-7935). Letters/faxes should be received by **3:00 p.m. on September 12, 2019** so they can be distributed to the Commissioners.

If you would like a copy of the Traffic and Transportation Commission report, contact Crissy White at 758-7241.

**AVISO IMPORTANTE DE AUDENCIA PUBLICA. SI DESEA UNA TRADUCCION DE ESTE
AVISO, FAVOR DE LLAMAR AL NUMERO 758-7964**





City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-520, **Version:** 1

Resolution Supporting Active Transportation Community Events and Projects

Approve a Resolution prioritizing and supporting Active Transportation Community Events and Projects.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **October 8, 2019**

DEPARTMENT: **Public Works Department**

FROM: **David Jacobs, Public Works Director**

TITLE: **RESOLUTION SUPPORTING ACTIVE TRANSPORTATION COMMUNITY EVENTS AND PROJECTS**

RECOMMENDED MOTION:

A motion to approve a Resolution Supporting Active Transportation Community Events and Projects.

RECOMMENDATION:

Council is recommended to approve a Resolution in support of Ciclovía 2019. The City supported community event received funding support from a State Active Transportation Program grant secured by the Monterey County Health Department. Use of the grant funds require a Resolution supporting active transportation. The city General Plan policies are aligned with the goals of the State Active Transportation Program and the City continues to implement projects funded by this State Program.

BACKGROUND:

Ciclovía 2019 was held this past Sunday, October 6, marking the 7th year of this City supported event. Ciclovía is the City's Open Streets event where a 1.5-mile segment of the West Alisal corridor is closed to vehicle traffic and the street is converted to a plaza of activities that encourage healthy living and active transportation. Open Streets events are growing in popularity throughout the country as community-desired events. In Monterey County King City, Gonzales, and Watsonville have each initiated their own Open Street events in recent years.

Unique to Salinas, Ciclovía is led by the youth of Salinas who are involved in the planning and promotion of the event, under the guidance of Building Healthy Communities. Through participation in the event, young people are given the opportunity for civic engagement and development of leadership skills.

The City has supported the event since its inception. The City provides up to \$20,000 in in-kind services for the event which include staff time and materials from various City departments--Administration, City Attorney's Office, Police, Fire, Recreation/Community Services, Community Development and Public Works. The Police Department play a big role in working

with volunteers that manage the street closures as well as providing security for the event. City Departments also use the event to provide information on City Services and planning activities for which residents may be informed or participate. The Community Development Department, Recreation/Community Services, Public Works and others have had information booths as well as exhibits during Ciclovía.

The Monterey County Health Department secured a grant from the State's Active Transportation Program that provides support for Open Streets events within its jurisdiction including Ciclovía Salinas. Use of the funds require the attached Resolution supporting Active Transportation events and projects.

The City has also secured a total of \$8.69 Million in Active Transportation Program funds for the East Market Street Safe Routes to School Project (completed), the Alvin Drive Safe Routes to School Project (in design), and the Bardin Road Safe Routes to School Project (in design). Staff continues to aggressively seek funding from the State grant program for local projects.

These projects and the City's support for Ciclovía are in line with the objectives of the State Active Transportation Program. Staff therefore recommends the approval of the attached Resolution.

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.

STRATEGIC PLAN INITIATIVE:

This item does not directly relate to the Council's Strategic Plan objectives, but it supports community desired improvements in the Downtown Vibrancy Plan, the East Alisal Corridor Plan, the upcoming Alisal Vibrancy Plan and Chinatown Revitalization Plan which are objectives of the Strategic Plan. Furthermore, the item supports the Council's Goal of a Well-Planned and Excellent Infrastructure and Quality of Life.

DEPARTMENTAL COORDINATION:

The support of Ciclovía involves extensive departmental coordination involving all City departments as mentioned above from coordination with requisite City approvals, event security, street closures, and other services.

FISCAL AND SUSTAINABILITY IMPACT:

Approval of the Resolution has no direct fiscal impact on the General Fund. The City provides in kind support to Ciclovía annually and secures grants and other transportation funding for infrastructure projects that relate to Active Transportation and that promote active living.

ATTACHMENTS:

Resolution

RESOLUTION NO. _____ (N.C.S.)

A RESOLUTION BY THE SALINAS CITY COUNCIL PRIORITIZING AND SUPPORTING ACTIVE TRANSPORTATION PROJECTS AND COMMUNITY EVENTS

WHEREAS, Ciclovía, the City's annual youth-led Open Streets event that promotes healthy and active living, while providing Salinas youth the opportunity for civic engagement and development of leadership skills, successfully held its 7th year on October 6, 2019; and

WHEREAS, the Monterey County Health Department secured a State Active Transportation Program grant that promotes Open Streets events County wide, including Ciclovía Salinas; and

WHEREAS, the City of Salinas commits to be a City that promotes healthy lifestyles for children and adults and where active transportation, which includes but is not limited to safe and viable travel choices for bicycling and walking, which provides community members the ability to reach their destination through reliable paths using any of the active transportation methods as a sustainable way of transportation; and

WHEREAS, to offer complete local regional bikeway and sidewalks network, the City prioritizes and encourages the planning and development of bicycle and pedestrian-friendly projects, complete streets, safe routes to school projects, sidewalks and neighborhoods for both commuter and recreational users, with connectivity to transit stations, employment centers, schools, shopping centers and recreational areas; and; and

WHEREAS, City of Salinas' natural settings make our City an ideal location for residents of all ages and visitors to travel outdoors on a bicycle or by foot, both recreationally and as a commuter; with proven overall health benefits, financial savings from reduced vehicle and fuel costs, and with much less impact on the environment; and; and

WHEREAS, the City's General Plan, specifically the Land Use Element, Conservation, Open Space & Safety Element and Circulation Element, promotes walkable neighborhoods to improve the health of the community and reduce energy consumption, on and off-site improvements that include, but are not limited to, the construction of sidewalks, bicycle lanes, lighting, and ADA ramps that aid the accessibility of those that are differently-abled as well as families with strollers, which are all important goals that provide a strong framework for supporting active transportation; and

WHEREAS, the City of Salinas continuously seeks out potential grant opportunities to secure funding for infrastructure improvements and activities that promote safety, healthy lifestyles and active transportation like Ciclovía (Open Streets) and the Bardin Road and Alvin Drive Safe Routes to Schools Project.

WHEREAS, the City has supported and worked with input from youth, community groups, and the public to support activities and infrastructure improvements that support active

living; and

WHEREAS, our City's future population is expected to grow, and the creation of a functional system of mobility options including transit, walking, and biking will be essential to the quality of life of community members; and

WHEREAS, the City is planning and building a network of bike and pedestrian facilities that are connected and provide convenient and safe access to all recreational and commercial activity destinations.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council supports infrastructure improvements and community events that promotes healthy lifestyles and active transportation.

PASSED AND APPROVED this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-530, **Version:** 1

Modification to the Classification - Salary Schedule

Approve a Resolution to amend the Classification and Salary Schedule to include the part-time temporary classification of Information Technologies Technician I and to reflect the correct hourly rates for the part-time temporary classification of Community Outreach Assistant.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: **OCTOBER 8, 2019**

DEPARTMENT: **HUMAN RESOURCES**

FROM: **MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR**

TITLE: **MODIFICATION TO THE CLASSIFICATION - SALARY SCHEDULE**

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution to amend the Classification and Salary Schedule to include the part-time temporary classification of Information Technologies Technician I and to reflect the correct hourly rates for the part-time temporary classification of Community Outreach Assistant.

RECOMMENDATION:

Staff recommends that the City Council approve the attached Resolution modifying the Classification and Salary Schedule to include the part-time temporary classifications of Information Technologies Technician I and to reflect the correct hourly rates for the part-time temporary classification of Community Outreach Assistant

BACKGROUND:

The Information Technologies Technician I is a new entry level classification recently approved by the City Council. The Information Systems Division of the Finance Department will be recruiting part-time assistance as needs arise. Staff requests adjustment of the hourly range for the previously approved temporary Community Outreach Assistant to be consistent with the temporary classification of Community Improvement Assistant. This represents a difference of approximately sixty-two to seventy-five cents per hour.

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).

STRATEGIC PLAN INITIATIVE:

The proposed action meets the Effective Sustainable government Council goal.

DEPARTMENTAL COORDINATION:

The Human Resources Department has collaborated with the Community Development and Finance Department on these requests.

FISCAL AND SUSTAINABILITY IMPACT:

The part-time temporary Information Technologies Technician I and Community Outreach Assistant will be filled as needed and will be paid through individual department temporary funds. Part-time temporary positions are limited to 25-hours per week and 1,000 hours per fiscal year.

ATTACHMENTS:

Resolution

Exhibit A – Classification and Salary Schedule

RESOLUTION NO. _____ (N.C.S.)

RESOLUTION MODIFYING THE CLASSIFICATION - SALARY SCHEDULE

BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS that the Classification and Salary Schedule previously adopted by the City Council by Resolution is hereby modified to include the part-time temporary classification of Information Technology Technician I and adjusts the hourly range for the part-time temporary classification of Community Outreach Assistant.

Attached as Exhibit A is the amended Classification and Salary Schedule Plan.

PASSED AND ADOPTED this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

EXHIBIT A

TEMPORARY

Benefit Group	Position	Step 1 Hourly	Step 2 Hourly	Step 3 Hourly	Step 4 Hourly	Step 5 Hourly
29	Community Outreach Assistant	21.7500	22.8346	23.9769	25.1769	26.4346
29	Information Technologies Technician I	21.7922	22.8825	24.0249	25.2243	26.4861



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-533, **Version:** 1

Ecology Action Agreement for the Pedestrian and Bicycle Safety Program Grant

Approve a Resolution authorizing the Mayor to execute an agreement with Ecology Action to provide service for the Pedestrian and Bicycle Safety Program Grant.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: **OCTOBER 8, 2019**

DEPARTMENT: **SALINAS POLICE DEPARTMENT**

FROM: **ADELE FRESÉ, CHIEF OF POLICE**

BY: **ROBERT HAMPSON, SERGEANT**

TITLE: **ECOLOGY ACTION AGREEMENT FOR THE PEDESTRIAN AND BICYCLE SAFETY PROGRAM GRANT**

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the Mayor to execute an agreement with Ecology Action for the Pedestrian and Bicycle Safety Program Grant.

RECOMMENDATION:

It is recommended that the City Council approve a Resolution authorizing the Mayor to execute an agreement with Ecology Action to provide service for the Pedestrian and Bicycle Safety Program Grant.

EXECUTIVE SUMMARY:

The proposed resolution will enable the Police Department to contract with Ecology Action to provide the training to the community funded by the California Office of Traffic Safety (OTS) in the amount of \$100,000. The goal of the training events is to reduce the number of persons killed and injured in collisions involving pedestrians and bicyclists. The program includes classroom education, bicycle rodeos, community events, presentations, and workshops. The focus areas will include communities with older adults, and school-aged children. The grant funding has already been awarded to the City of Salinas and the City Council has already approved the grant agreement with OTS.

BACKGROUND:

Annually the California Office of Traffic Safety (OTS) makes funds available to local agencies to further their traffic enforcement and education efforts. The Salinas Police Department applied for and has been awarded OTS grant funding in the amount of \$100,000.00 to aid in its efforts to reduce the number of people killed and injured in pedestrians and bicyclists traffic collisions. This is the first time that the City of Salinas has been awarded money for the Pedestrian and Bicycle Safety Program. Ecology Action is a company based in Santa Cruz California. They are already

teaching students in Salinas schools with funding provided by a Monterey County Health Department Grant

Ecology Action has partnered with the Transportation Agency of Monterey County (TAMC) in hopes of serving every student in Monterey County with pedestrian and bicycle safety education by the time they finish 5th grade. In order to achieve this goal, Ecology Action works in close collaboration with several community partners, including TAMC, the Monterey County Health Department, the Monterey Peninsula Foundation, the Community Foundation of Monterey County, and others to provide support for these efforts. They seek to strengthen this coalition by working with the Salinas Police Department on an Office of Traffic Safety grant for the 2019-2020 fiscal year. During the 2019-2020 school year, the goal is to serve at least 17 elementary schools in Salinas with pedestrian and/or bicycle safety education. Additionally, Ecology Action is currently exploring a partnership with the Salinas City Elementary School District to serve another 3-5 schools through their after-school program.

Ecology Action is also launching a planning effort in collaboration with TAMC, Public Health, City Public Works and the Blue Zones initiative to survey every Salinas K-12 school. This two-year project (funded by Caltrans) will support community meetings and audits at every school to assess barriers to biking and walking. The final plan will provide an analysis of conditions at every school and a prioritized list of projects. The community engagement and project list will be used by the City to compete for funding to begin the build the many improvements that will make our schools safer for biking and walking.

In addition to the educational components provided by Ecology Action, their program includes distributing bicycle headlights and taillights during bicycle safety community events or bicycle safety courses. They will provide helmets at bicycle rodeos, workshops, and other community events. The proposed Family Fun Event will make a concerted effort to reach adults and particularly migrant parents.

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).

STRATEGIC PLAN INITIATIVE:

Approving the proposed Resolution is consistent with the City Council's goal of an effective and efficient government.

DEPARTMENTAL COORDINATION:

The Police Department did not coordinate with any other city departments for this project.

FISCAL AND SUSTAINABILITY IMPACT:

Proposed funding from the Office of Traffic Safety is \$100,000.00, all of which will be used to support the Salinas Police Department's efforts to reduce the number of traffic collisions and fatalities. No matching funds are required from the City of Salinas to receive the grant funds. No impact to the City's General Fund is anticipated with the recommended actions.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AND
SUBMIT A CONTRACT AGREEMENT WITH ECOLOGY ACTION FOR THE
PEDESTRAIN AND BICYCLE SAFETY PROGRAM**

WHEREAS, Salinas has a high rate of vehicle collisions annually, with a large number involving pedestrians and bicyclists; and

WHEREAS, Salinas has great potential for walking and biking, and children and youth need education and support to do so safely.; and

WHEREAS, the City of Salinas desires to implement an Office of Traffic Safety (OTS) grant called Pedestrian and Bicycle Safety Program, to be funded by OTS; and

WHEREAS, the purpose of the Pedestrian and Bicycle Safety Program is to reduce the number of injuries and deaths of pedestrians and bicyclists in traffic collisions through classroom education, bicycle rodeos, community events, presentations, and workshops; and

WHEREAS, Ecology Action is partnered with several local agencies to provide bicycle and pedestrian education in Salinas Schools; and

WHEREAS, Ecology Action is already performing similar service in Salinas, and is well equipped to perform the service for the Pedestrian and Bicycle Safety Program; and

NOW THEREFORE BE IT RESOLVED that the Mayor is hereby authorized to execute and to submit an agreement with the Ecology Action to provide service for the Pedestrian and Bicycle Safety Program.

BE IT FURTHER RESOLVED that this authorization shall include all aspects of program operation including any amendments, extensions, renewals, or future funding for this program for a period of one year provided funding is made available by the California Office of Traffic Safety, and to certify that the City will comply with all applicable statutory or regulatory requirements related to said program.

PASSED AND ADOPTED this 8th day of October 2019, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk

CONTRACT FOR CONSULTANT SERVICES BETWEEN THE CITY OF SALINAS AND ECOLOGY ACTION OF SANTA CRUZ

THIS CONTRACT, is made and entered into this October 8, 2019, by and between the **City of Salinas**, a municipal corporation, hereinafter called "City," and **Ecology Action of Santa Cruz, a corporation**, hereinafter called "Consultant."

WITNESSETH

WHEREAS, the City needs to obtain certain professional, technical and/or specialized services of an independent contractor to assist the City in the most economical manner; and

WHEREAS, Consultant has the requisite skill, training, qualifications, and experience to render such services called for under this Contract to City.

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THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION 1. SCOPE OF SERVICES.

Consultant shall perform those services as specified in detail in Exhibit "A," entitled "SCOPE OF SERVICES" which is attached hereto and incorporated herein.

SECTION 2. TERM OF CONTRACT.

The term of this Contract shall be from October 1, 2019 to September 30, 2020, inclusive.

SECTION 3. SCHEDULE OF PERFORMANCE.

The services of Consultant are to be completed according to the schedule set out in Exhibit "B," entitled "SCHEDULE OF PERFORMANCE," which is attached hereto and incorporated herein. Consultant will diligently proceed with the agreed Scope of Services and will provide such services in a timely manner in accordance with the "SCHEDULE OF PERFORMANCE."

SECTION 4. COMPENSATION.

The compensation to be paid to Consultant including both payment for professional services and reimbursable expenses as well as the rate and schedule of payment are set out in Exhibit "C" entitled "COMPENSATION," which is attached hereto and incorporated herein.

SECTION 5. METHOD OF PAYMENT.

Except as otherwise provided in Exhibit "C," quarterly, Consultant shall furnish to the City a statement of the work performed for compensation during the preceding quarter. Such statement shall also include a detailed record of the quarter's actual reimbursable expenditures.

SECTION 6. INDEPENDENT CONSULTANT.

It is understood and agreed that Consultant, in the performance of the work and services agreed to be performed by Consultant, shall act as and be an independent Consultant and not an agent or employee of City, and as an independent Consultant, shall obtain no rights to retirement benefits or other benefits which accrue to City's employees, and Consultant hereby expressly waives any claim it may have to any such rights.

SECTION 7. ASSIGNABILITY.

Consultant shall not assign or transfer any interest in this Contract nor the performance of any of Consultant's obligations hereunder, without the prior written consent of City, and any attempt by Consultant to so assign this Contract or any rights, duties or obligations arising hereunder shall be void and of no effect.

SECTION 8. INDEMNIFICATION.

Consultant has the expertise and experience necessary to perform the services and duties agreed to be performed by Consultant under this Contract, and City is relying upon the skill and knowledge of Consultant to perform said services and duties. Consultant shall defend, indemnify and hold harmless City, its officers and employees,

against any loss or liability arising out of or resulting in any way from work performed under this Contract due to the willful or negligent acts (active or passive) or errors or omissions by Consultant or Consultant's officers, employees or agents.

SECTION 9. INSURANCE.

Coverage shall be at least as broad as:

1. Commercial General Liability ("CGL"): Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: ISO Form CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation: as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards): with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate, on an annual basis.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Contractor requires and shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer shall to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10, CG 11 85

or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with notice to the City.
4. A copy of the claims reporting requirements must be submitted by Contractor to the City.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractor's Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractor's Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the City.

Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agents and subcontractors.

Verification of Coverage

Contractor shall furnish the City with original Certificates of Insurance including an additional insured endorsement and all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to City before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

Maintenance of Insurance

Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving Contractor of its indemnification obligations or any responsibility whatsoever and the Contractor may carry, at its own expense, such additional insurance as it deems necessary.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

SECTION 10. NON-DISCRIMINATION.

Consultant shall not discriminate, in any way, against any person on the basis of age, sex, race, color, creed, national origin, or disability in connection with or related to the performance of this Contract.

SECTION 11. TERMINATION.

A. City and Consultant shall have the right to terminate this Contract, without cause, by giving not less than ten (10) days written notice of termination.

B. If Consultant fails to perform any of its material obligations under this Contract, in addition to all other remedies provided by law, City may terminate this Contract immediately upon written notice.

C. The City Manager is empowered to terminate this Contract on behalf of City.

D. In the event of termination, Consultant shall deliver to City copies of all work papers, schedules, reports and other work performed by Consultant and upon receipt thereof, Consultant shall be paid in full for services performed and reimbursable expenses incurred to the date of termination.

SECTION 12. COMPLIANCE WITH LAWS.

Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments. Consultant shall obtain and maintain a City of Salinas business license during the term of this Contract.

SECTION 13. GOVERNING LAW.

City and Consultant agree that the law governing this Contract shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Contract shall be filed and maintained in the Municipal or Superior Court of the County of Monterey.

SECTION 14. PRIOR CONTRACTS AND AMENDMENTS.

This Contract represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Contract may only be modified by a written amendment.

SECTION 15. CONFIDENTIAL INFORMATION.

All data, documents, discussions, or other information developed or received by or for Consultant in performance of this Contract are confidential and not to be disclosed to any person except as authorized by the City Manager or his designee, or as required by law.

SECTION 16. OWNERSHIP OF MATERIALS.

All reports, documents or other materials developed or received by Consultant or any other person engaged directly by Consultant to perform the services required hereunder shall be and remain the property of City without restriction or limitation upon their use.

SECTION 17. COVENANT AGAINST CONTINGENT FEES.

The Consultant covenants that Consultant has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure the Contract, and that Consultant has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fees, commissions, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Contract, for breach or violation of this covenant, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 18. WAIVER.

Consultant agrees that waiver by City or any one or more of the conditions of performance under this Contract shall not be construed as waiver of any other condition of performance under this Contract.

SECTION 19. CONFLICT OF INTEREST.

A. A Consultant shall avoid all conflict of interest or appearance of conflict of interest in performance of this Contract. Consultant shall file a disclosure statement, if required by City Council Resolution, which shall be filed within thirty (30) days from the effective date of this Contract or such Resolution, as applicable.

B. No member, officer, or employee of the City, during their tenure, or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof and Consultant agrees not to allow, permit, grant, transfer, or otherwise do anything which will result in such member, officer, or employee of the City from having such interest.

SECTION 20. AUDIT BOOKS AND RECORDS.

Consultant shall make available to City, its authorized agents, officers and employees, for examination any and all ledgers and books of account, invoices, vouchers, canceled checks and other records or documents evidencing or related to the expenditures and disbursements charged to the City, and shall furnish to City, its authorized agents and employees, such other evidence or information as City may require with respect to any such expense or disbursement charged by Consultant.

SECTION 21. NOTICES.

All notices shall be personally served or mailed, postage prepaid, to the following addresses, or to such other address as may be designated by written notice by the parties:

CITY

City of Salinas
200 Lincoln Ave.
Salinas, CA 93901
(831) 758-7381

CONSULTANT

Ecology Action of Santa Cruz
877 Cedar Street, Suite 240
Santa Cruz, CA 95060
(831) 426-5925

SECTION 22. EXHIBITS:

Exhibit A: Scope of Services
Exhibit B: Schedule of Performance
Exhibit C: Compensation

WITNESS THE EXECUTION HEREOF, on the day and year first hereinabove written.

CITY

CITY OF SALINAS

BY _____
Joe Gunter, Mayor

BY _____
Charles Tremper, Vice President and
General Counsel

ATTEST:

BY _____
Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:

BY _____
Christopher A. Callihan, City Attorney

EXHIBIT "A"

SCOPE OF SERVICES

Consultant shall provide professional consulting services during the term of the agreement. Specific types of services to be provided include, but are not limited to the following:

The Walk Smart Program is a two-part pedestrian safety education training. Part 1 involves an in-class presentation to teach critical safety best practices for young pedestrians. Part 2 involves a Walking Field Trip, in which children are required to walk through a series of exercises including stopping, looking both ways and crossing the street only when it is free of oncoming vehicles. The Walking Field Trip is typically conducted in the neighborhood around the school, although special accommodations can be made to host the training on the school blacktop, at the school's request. The program utilizes bilingual and bicultural staff. Ecology Action staff will coordinate with the Salinas Police Department and provide targeted educational handouts. The training gives students the necessary knowledge and hand-on training and parents the confidence to allow the children to walk and bike to school. *Target: At least thirty-three (33) 2nd Grade Classes (33 pedestrian safety presentations and 33 on-foot pedestrian trainings).*

The Bike Smart Program is also a two-part program, consisting of a 60-minute classroom presentation followed (on a separate day) by a 2-hour rodeo. Bike Smart classroom presentations use a variety of mediums: live demonstrations, animations, videos and discussions, to teach safety behavior to students. Lessons cover the benefits of bicycling, rules of the road, importance and correct use of bicycle helmet, choosing safe routes, safely navigating intersection crossings, being visible and other safe bike-handling topics. The on-bike safety obstacle course is led by bi-lingual, bi-cultural League of American Bicyclists League Certified Instructors. During the safety rodeo, students get the chance to practice the important safety skills they acquired during the presentation by riding a bicycle through a carefully constructed court. The Certified Instructor brings a fleet of bicycles and helmets that can be used by students who are not able to bring their own bicycles, ensuring that everyone can participate. *Target: At least twenty-two (22) 5th Grade Classes (22 classroom presentations and 22 bicycle safety rodeos).*

Adult Focused Outreach at community events such as Ciclovia, Farmer's Markets, National Night Out events, etc. *Target: At least five (5) Community Events.*

Presentations, Workshops, Outreach with an effort to reach adults, parents, homeless, and/or senior citizens. *Target: At least eight (8) presentations, workshops, or outreach events.*

Bicycle Helmets Ecology Action will purchase 290 bicycle helmets to be distributed at schools, community events, and bike/ped safety presentations. *Target: Two Hundred Ninety (290) helmets distributed to community members (including students).*

Bicycle Safety Equipment Ecology Action will purchase 100 pieces of bicycle safety equipment (including lights and reflectors) to be distributed at schools, community events, and bike/ped safety presentations. *Target: One Hundred (100) pieces of safety equipment distributed to community members (including students).*

EXHIBIT “B”

SCHEDULE OF PERFORMANCE

Services shall commence immediately upon execution of this Contract. All services performed under the provisions of this Contract shall be completed during the term of this Contract.

EXHIBIT "C"

COMPENSATION

a. Total Compensation. The total obligation of City under this Contract shall not exceed \$100,000.00.

b. Basis for Payment. Payment(s) to Consultant for services performed under this contract shall be made as follows and shall [not] include payment for reimbursable expenses:

Expenses	Cost
33 Classes for Walk Smart trainings	\$49,500.00
22 Classes Bike Smart trainings	\$38,500.00
5 Adult Focused Outreach Events	\$1,500.00
8 Presentations, Workshops, Outreach Opportunities	\$5,600.00
290 Bicycle Helmets	\$2,900.00
100 Pieces of Bicycle Safety Equipment	\$2,000.00
Total	\$100,000.00

c. Payment Request. Consultant shall submit a request for payment for services on a quarterly basis by letter to Director or said Director's designated representative. Such request for payment shall cover the preceding quarter period during the term hereof, shall note the City's purchase order number for this contract, shall contain a detailed listing of the total number of items or tasks or hours for which payment is requested, the individual dates on which such services were rendered, and invoices for reimbursable expenses, if any. Upon receipt in the Office of Director of said payment request, Director shall cause payment to be initiated to Consultant for appropriate compensation.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
www.cityofsalinas.org

Legislation Text

File #: ID#19-534, **Version:** 1

Subdivision Improvement Agreement and Final Map for Monte Bella Subdivision Phase 6

Approve a Resolution authorizing the Mayor to sign the subdivision improvement agreement on behalf of the City, approving the final map for the Monte Bella Subdivision Phase 6 and accepting the easements offered for dedication.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: OCTOBER 8, 2019
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVID JACOBS, DIRECTOR
THRU: HILDA GARCIA, PW ADMIN SUPERVISOR
TITLE: SUBDIVISION IMPROVEMENT AGREEMENT AND FINAL MAP
FOR MONTE BELLA SUBDIVISION PHASE 6

RECOMMENDED MOTION:

A motion to approve a resolution authorizing the Mayor to sign the subdivision improvement agreement on behalf of the City, approving the final map for the Monte Bella Subdivision Phase 6 and accepting the easements offered for dedication.

RECOMMENDATION:

It is recommended that the City Council approve a resolution authorizing the Mayor to sign the subdivision improvement agreement with KB Home, South Bay Incorporated, approve the final map and accept the dedicated easements.

EXECUTIVE SUMMARY:

KB Home South Bay Inc., a California corporation has signed an agreement outlining the conditions for developing and filing the final map submitted for Monte Bella Subdivision Phase 6, a 78 unit, 23.2-acre area. Developer has provided required surety and paid the related fees. Most of these infrastructure maintenance costs will be borne by the Monte Bella Maintenance District, which was established in 2004.

BACKGROUND:

KB Home, South Bay Incorporated, a California corporation has signed an agreement outlining the conditions for developing and filing the final map submitted for Monte Bella Subdivision, Phase 6. The subdivision map includes 78 residential lots on 23.2 acres of land, located north of Sconberg Parkway between Monte Bella Boulevard and Freedom Parkway. The subdivision is shown on the attached map. The developer has provided surety in the amount of \$11,355,934 as required in the Subdivision Map Act in the form of bonds to complete the public improvements and land development required by the City's Resolution of Approval on October 8, 2019.

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).

STRATEGIC PLAN INITIATIVE:

The staff recommendation supports the Council Goal of Well-Planned City and Excellent Infrastructure.

DEPARTMENTAL COORDINATION:

The City's Development and Engineering Services division works closely with Legal Department, Engineering Services division and the developer through the development and review of the subdivision improvement agreement and initial map approval process.

FISCAL AND SUSTAINABILITY IMPACT:

The developer paid the engineering fees (to cover the cost of checking the subdivision final map and improvement plans), and inspections fees (to cover the cost of inspecting the subdivision during the construction). Therefore, the City does not incur any costs in approving the subdivision agreement other than the additional maintenance cost when the public improvements are accepted for maintenance. Most of these infrastructure maintenance costs will be borne by the Monte Bella Maintenance District, which was established in 2004.

ATTACHMENTS:

Resolution
Final Map
Subdivision Improvement Agreement

RESOLUTION NO. _____ (N.C.S.)

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE SUBDIVISION
IMPROVEMENT AGREEMENT FOR MONTE BELLA SUBDIVISION PHASE 6,
APPROVING FINAL MAP AND ACCEPTING DEDICATED EASEMENTS**

WHEREAS, the Salinas City Council approved the Vesting Tentative Map 03-02, (VTM 03-02) for Monte Bella, formerly referred to as Mountain Valley, on October 14, 2003 pursuant to Resolution No. 18392; and

WHEREAS, the developer has submitted a final map for Phase 6 of the VTM, now referred to as the Monte Bella Subdivision; and

WHEREAS, the final map has been reviewed for conformity to the VTM and the Subdivisions Map Act; and

WHEREAS, the submitted final map conforms to all requirements of the VTM and the Subdivision Map Act; and

WHEREAS, the developer has agreed to the conditions as set forth in the City's standards Subdivision Improvement Agreement, which outlines the terms and conditions for developing and filing of the final map for Monte Bella Subdivision Phase 6.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby authorizes and directs the Mayor of Salinas to execute the attached subdivision improvement agreement by and between the City of Salinas, a municipal corporation and KB Home South Bay Inc., a California corporation;

BE IT FURTHER RESOLVED that the Salinas City Council hereby approves the final map and accepts the dedicated easements.

PASSED AND APPROVED this 8th day of October, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Joe Gunter, Mayor

ATTEST:

Patricia M. Barajas, City Clerk