

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, April 7, 2026

4:00 PM

SALINAS ROTUNDA

City Council

Mayor Dennis Donohue

Councilmembers:

Jose Luis Barajas, District 1 - Tony Barrera, District 2

Margaret D'Arrigo, District 3 - Gloria De La Rosa, District 4

Andrew Sandoval, District 5 - Aurelio Salazar, District 6

Rene Mendez, City Manager

Christopher A. Callihan, City Attorney

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

ZOOM WEBINAR PARTICIPATION

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PLEDGE OF ALLEGIANCE**ROLL CALL****CLOSED SESSION**

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

ID#26-153

a. Labor Negotiations - California Government Code Section §54957.6 with its designated labor representatives Rene Mendez, City Manager; Lisa G. Murphy, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Selina Andrews, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resources Manager; 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 Non-Management Employees, Confidential Management Employees, and Department Directors.

THE CITY COUNCIL WILL RECONVENE IN THE ROTUNDA AT 4:30 P.M.

NEW EMPLOYEE WELCOME AND PROMOTIONS**PROCLAMATIONS**

National Community Development Week April 6-10, 2026

National Library Week, April 19-25, 2026

Fair Housing Month, April 2026

Sexual Assault Awareness Month, April 2026

PUBLIC COMMENT PROCEDURES

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

GENERAL PUBLIC COMMENTS

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

SALINAS YOUTH COUNCIL UPDATES AND COMMENTS

Receive a presentation from the Salinas Youth Council Members.

PRESENTATION

Councilmember comments on presentations are generally limited to three minutes.

[ID#26-152](#)

STRYVE Youth Violence Prevention Program

Recommendation: Receive presentation from Julia Muruato, Health Program Coordinator and CPTED Youth.

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

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

ADMINISTRATIVE REPORTS

[ID#26-079](#)

Salinas Fire and Police 2026 Fireworks Enforcement Plan

Recommendation: No action is required. This report is submitted to the City Council for informational purposes only, in accordance with Salinas Municipal Code Section 5-02.22.

CONSENT AGENDA

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

[ID#26-151](#)

Minutes

Recommendation: Approve minutes of March 24, 2026.

ID#26-125 **Award of the El Gabilan Park Improvement Project No. 9246**

Recommendation: Approve a Resolution approving the Plans and Specifications for the El Gabilan Park Improvements Project (CIP 9246); and awarding a contract to Stockbridge General Contracting Inc. for the El Gabilan Park Improvements Project (CIP 9246), in an amount not to exceed \$773,740; and approving a construction contingency of \$116,061 for a total contract not to exceed total of \$889,801.

ID#26-127 **2026 Engineering and Traffic Survey for Speed Limits**

Recommendation: Approve a Resolution establishing speed limits as recommended by the 2026 Engineering and Traffic Survey for Speed Limits Technical Report.

ID#26-131 **Delegation of Appellate Authority**

Recommendation: Approve a Resolution delegating authority over appeals of Hearing Officer decisions on Fair Return Petitions filed under the Rent Stabilization Ordinance.

ID#26-133 **Amendment No. 3 to Agreement for Services with California Premier Restoration for Emergency Clean-Up and Stabilization of 37 and 39 Soledad Street**

Recommendation: A motion to approve a Resolution authorizing the City Manager to execute Amendment No. 3 to Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street to increase the total compensation amount by \$69,170 for a maximum compensation amount not to exceed \$451,320.

ID#26-149 **Modification to Classification - Salary Schedule and Reclassification**

Recommendation: Approve a Resolution modifying the Classification - Salary Schedule and recommended reclassifications to add the classification of Deputy Director of Information Technology and reclassify the incumbent Information Systems Manager; adjust the salary range for the Assistant Finance Director; add the classifications of Deputy City Attorney I and II; adjust the salary ranges for the Attorney series of classifications; add the classification of Deputy Director of Library and Community Services; reclassify (Title Change) one Public Works Division Manager to Construction Inspection Manager; reclassify (Title Change) Public Works Division Manager to Engineering Division Manager; add the classification of Construction Inspection Manager; and add the classification of Public Safety Information Officer.

CITY MANAGER'S REPORT

Receive brief oral report from the City Manager.

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

Patricia M. Soratos, City Clerk

AGENDA MATERIAL / ADDENDUM

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

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

PUBLIC NOTIFICATION

This agenda was posted on April 2, 2026 in the Salinas Rotunda and City's website.

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



Legislation Text

File #: ID#26-153, Version: 1

- a. Labor Negotiations** - California Government Code Section §54957.6 with its designated labor representatives Rene Mendez, City Manager; Lisa G. Murphy, Assistant City Manager; Christopher A. Callihan, City Attorney; Katherine Hogan, Assistant City Attorney; Selina Andrews, Finance Director; Marina Horta-Gallegos, Human Resources Director; Sylvia Enriquez, Human Resources Manager; 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 Non-Management Employees, Confidential Management Employees, and Department Directors.



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Legislation Text

File #: ID#26-152, **Version:** 1

STRYVE Youth Violence Prevention Program

Receive presentation from Julia Muruato, Health Program Coordinator and CPTED Youth.



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Legislation Text

File #: ID#26-079, **Version:** 1

Salinas Fire and Police 2026 Fireworks Enforcement Plan

No action is required. This report is submitted to the City Council for informational purposes only, in accordance with Salinas Municipal Code Section 5-02.22.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: APRIL 7, 2026

DEPARTMENT: SALINAS FIRE DEPARTMENT
SALINAS POLICE DEPARTMENT

FROM: SAMUEL KLEMEK, FIRE CHIEF
CARLOS ACOSTA, CHIEF OF POLICE

TITLE: SALINAS FIRE AND POLICE 2026 FIREWORKS
ENFORCEMENT PLAN

RECOMMENDED MOTION:

No action is required. This report is submitted to the City Council for informational purposes only, in accordance with Salinas Municipal Code Section 5-02.22.

EXECUTIVE SUMMARY:

Measure C, an initiative measure approved by the voters of Salinas in June 2016, allows for the sale and use of “Safe and Sane” fireworks within the city. One component of the measure requires the Salinas Fire Department and the Salinas Police Department to present a plan outlining public education and enforcement efforts to address illegal fireworks use during the Fourth of July holiday. The plan is multifaceted and includes education, enforcement, and response elements.

BACKGROUND:

As most fireworks violations are considered misdemeanors under the law, it is a challenge to prosecute offenders under the rules of evidence and proof without eyewitness corroboration. To that end, our enforcement efforts will again focus on public involvement, education, and the city’s administrative citation process aid in making the sale and use of illegal fireworks “socially unacceptable”.

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The objectives of the Salinas Police and Salinas Fire Department’s Fourth of July enforcement plan are to support the City Council’s goals and;

1. Encourage emergency preparedness and community resiliency by reducing fire, life-safety, and injury risks associated with illegal fireworks.
2. Protect public health and safety through proactive enforcement efforts that deter illegal fireworks activity and reduce nuisances in residential neighborhoods.
3. Strengthen collaboration with partner agencies by coordinating enforcement, response, and outreach efforts with the Salinas Police Department, Salinas Fire Department, other City departments, neighboring jurisdictions, regional partners, and media outlets in support of a unified Fourth of July enforcement strategy.

DEPARTMENTAL COORDINATION:

Fireworks enforcement is truly a Citywide effort, made possible through the shared commitment, staff time, and resources of multiple departments working toward the common goal of protecting public safety and community well-being.

The illegal fireworks enforcement task force usually consists of personnel from City Administration, Community Development, Fire, Police, Information Technologies, Library and Community Services, and Public Works.

Additionally, Public Works will assist with the installation of banners at major intersections to support public outreach and awareness efforts. Information Technology will assist with communication tools, hot spots, and operational support with a live call center. The Public Information Office will coordinate enforcement messaging with local media outlets. The City Attorney’s Office and the Finance Department will also be active partners, each contributing in their respective areas.

FISCAL AND SUSTAINABILITY IMPACT:

Costs to cover the 2026 emergency response and enforcement efforts for illegal fireworks will be paid through the 7% surcharge recovered from the sale of Safe-n-Sane fireworks. Additional costs beyond what is collected by the surcharge will be paid for by the General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

Enforcement Plan PowerPoint

SPD Ops Plan



SPECIAL EVENT OPERATIONS ORDERS
4th of July Fireworks enforcement
Saturday, July 4th, 2026
1500 – 0100 hours

SALINAS POLICE DEPARTMENT MISSION

The mission of this event is to ensure public safety and maintain order, with special attention given to potential issues involving individuals under the influence of alcohol. The goal of the Salinas Police Department is to provide a safe environment for both the event and the community members in attendance. The Salinas Police Department will also work to ensure that traffic surrounding the event is not adversely impacted and that any calls for service related to the event are promptly addressed.

EVENT DESCRIPTION

As we approach July 4th, calls reporting illegal fireworks will begin to increase. As a result, several brush fires occur and homes catch fire in Salinas. While we may not be able to prevent every incident, it's critical that we address violations whenever possible. Please note that some of the codes have recently changed and below is a quick guide to fireworks enforcement.

The most effective method we have to deter the use of illegal fireworks is Salinas City Code **5-02.19 (SCC)**. This section allows for an administrative citation to be issued to the property owner where illegal activity is taking place. If you observe aerial fireworks coming from a specific backyard or location, be sure to enter the address you suspect into CAD. Document your observations as thoroughly as possible, complete a report under **5-02.19 SCC**, and forward it to the City of Salinas Fire Prevention Division. Fire Prevention staff will issue the administrative citations to the property owners after July 4th. Additionally, while making direct contact with the suspected residents can be helpful, it is not required under this section. If feasible, make contact, obtain statements, collect any additional illegal fireworks, and photograph any debris or remains from what was launched.

If you observe someone in possession of illegal fireworks, use section **5-02.03 SCC** General Prohibition Against Possession, Use, or Sale of Fireworks in conjunction with **5-02.19 SCC** Administrative Fines and Penalties. Section 5-02.03 establishes that any violation of this chapter is a misdemeanor. Under Section 5-02.19, dangerous fireworks cases involving possession, use, sale, or display carries an administrative fine of not less than \$1,250 per offense.

While applicable Health and Safety (H&S) code sections may also be used, SCC sections are preferred. To determine whether fireworks are illegal (and not “safe and sane”), look for the State of California registration seal on the packaging; legal “safe and sane” fireworks will display this seal, as shown on the attached California Department of Forestry H&S Code reference sheet.

In most cases, photograph the confiscated fireworks, place them in the storage locker located outside Fire Station #1 (no evidence tag required), and contact the on-duty Battalion Chief for access. In more serious cases involving large quantities or suspected illegal sales, complete an evidence tag and book the items into the designated evidence locker at Fire Station #1 as retained property.

If you seize fireworks, issue a citation, or submit a report to Fire Prevention for an administrative citation, please be sure to document the incident on the stat sheet located on the Watch Commander’s desk so we can accurately track our activity and enforcement numbers.

SITUATION

Overview of Unit Assignments

This year, the 4th of July falls on a Saturday, and an increase in illegal fireworks use is anticipated as day gets closer.

The number of officers and sergeants assigned to fireworks enforcement is still to be determined. Sergeants will have access to all fireworks-related crime tips as they are logged by fire personnel and will assign cases to officers for investigation as needed. Enforcement actions will be taken whenever possible. Depending on the situation, officers may issue citations, make arrests, and/or take administrative action. For administrative actions, a report will be completed and forwarded to the Fire Department for follow-up. Confiscated fireworks will be disposed of at a location designated by the Fire Department.

Drone units will respond to fireworks reports and will proactively monitor areas for illegal activity. Unless public safety is at risk or other criminal activity is observed, direct contact with individuals discharging illegal fireworks is not required. Violations and their locations will be documented, and footage will be uploaded according to policy. Each recording will be labeled with a citation number provided by the Salinas Fire Department, and citations will subsequently be mailed by the Fire Prevention staff.

EXECUTION OF THE MISSION

Event Briefing

Salinas Police Department and Salinas Fire Department will conduct a briefing at Fire Station 1 at 1700 hrs.

COMMUNICATIONS

Dispatch

All communications for this event will take place on SPD Channel TBD.

Radio Designators

All Salinas Police Department personnel will be assigned a radio call sign. Those personnel with designated unit call signs (ie: Traffic / Detectives / Reserve Officers) will use their assigned unit call sign. All others will be given a “Frank” unit call sign. Call sign numbers will begin with #10 and increase until all officers have a radio call sign assigned to them.

Chain of Command

All Sworn Officers will report directly to the assigned supervisors for the event (refer to assignment sheet). The Sergeant will personally notify each on duty Watch Commander of the event, along with providing a personnel roster with radio designators. A copy of the Operations Orders will be provided to the on duty Watch Commander.

FIREWORKS ENFORCEMENT PLAN



Samuel Klemek, Fire Chief
Carlos Acosta, Chief of Police

April 07, 2026

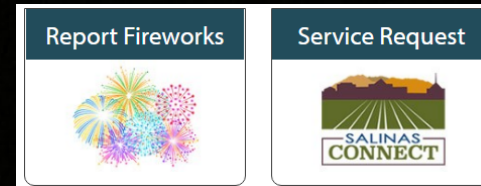
Provide Safety for the Public and First Responders

- Augmented police and fire staff will perform citywide patrols.
- Gather evidence for administrative citations (video, photos).
- Continue efforts to change the social conscience of illegal fireworks use.

Public Outreach

- “Zero Tolerance” signage will be posted on all fireworks stands.
- Printed Fireworks Safety materials will be distributed to schools and fireworks stands.
- Fireworks Safety and Enforcement signage placed throughout the City starting June 1st

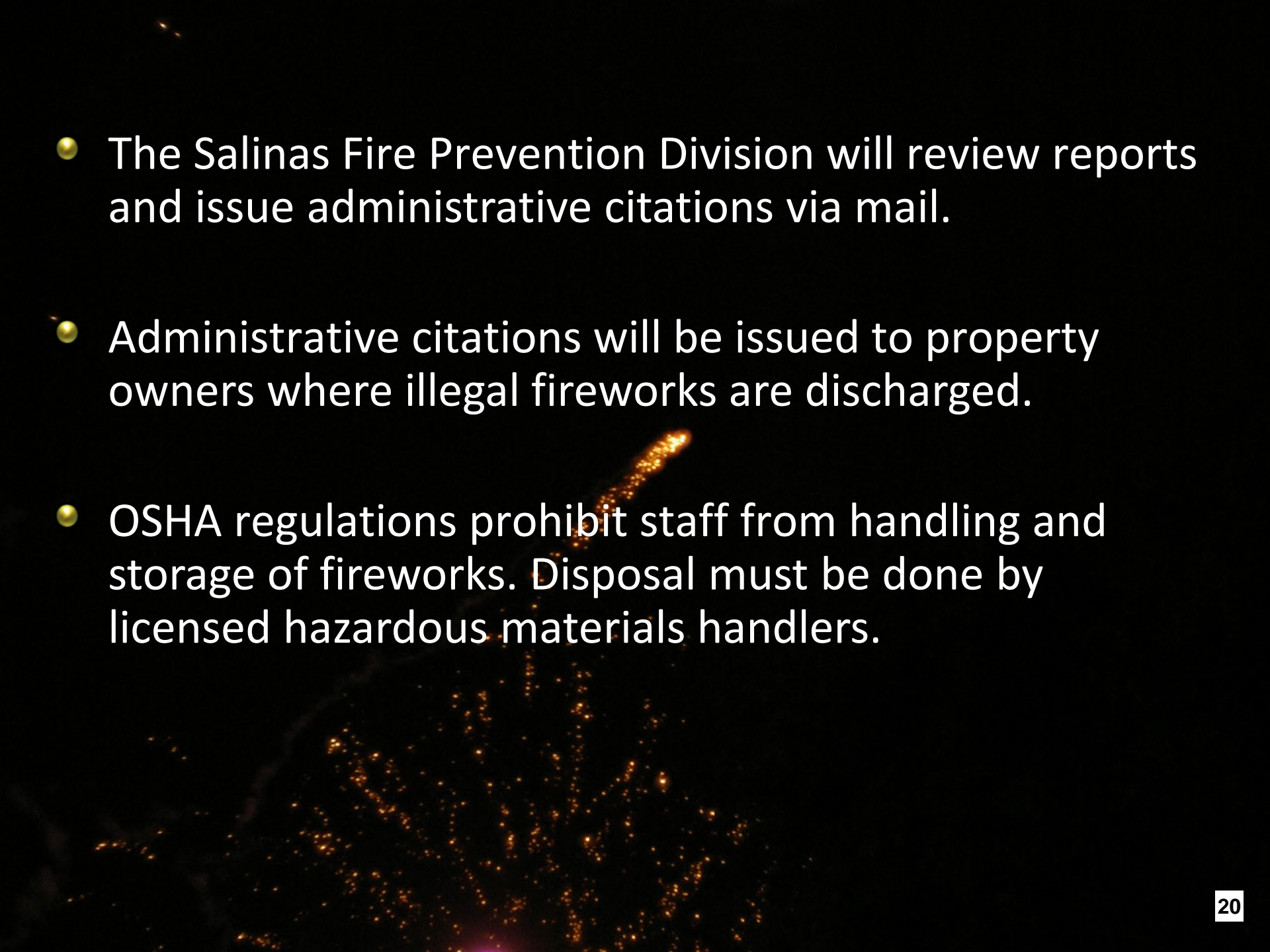
- Promotion of the City of Salinas Fireworks website www.salinasfireworks.com and Salinas Connect App



- Press releases and interviews with local news outlets to spread the word about fireworks safety and the penalties for use of illegal fireworks.
- Collaboration with City of Salinas PIO and Mag One Media to continue our social media campaign

Enforcing City Laws and Ordinances

- Roaming marked and unmarked patrols units will be deployed throughout the city during the holiday period.
- SFD and SPD Drone Teams will be deployed strategically throughout the city.
- Additional Fire Department resources will be deployed for emergency responses and to assist with “observing and reporting” the use of illegal fireworks.

- 
- The Salinas Fire Prevention Division will review reports and issue administrative citations via mail.
 - Administrative citations will be issued to property owners where illegal fireworks are discharged.
 - OSHA regulations prohibit staff from handling and storage of fireworks. Disposal must be done by licensed hazardous materials handlers.

Funding

- Costs to cover the 2026 emergency response and enforcement efforts for illegal fireworks will be paid through the 7% surcharge recovered from sale of Safe and Sane Fireworks Stands.
- Combined fund balances for 2025 fireworks related revenue are approximately \$ 68,000.

QUESTIONS ?





City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
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Legislation Text

File #: ID#26-151, **Version:** 1

Minutes

Approve minutes of March 24, 2026.



Legislation Text

File #: ID#26-125, **Version:** 1

Award of the El Gabilan Park Improvement Project No. 9246

Approve a Resolution approving the Plans and Specifications for the El Gabilan Park Improvements Project (CIP 9246); and awarding a contract to Stockbridge General Contracting Inc. for the El Gabilan Park Improvements Project (CIP 9246), in an amount not to exceed \$773,740; and approving a construction contingency of \$116,061 for a total contract not to exceed total of \$889,801.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: APRIL 7, 2026

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PE, LS, PUBLIC WORKS DIRECTOR
KRISTAN LUNDQUIST, LCS DIRECTOR
LISA BRINTON, COMMUNITY DEVELOPMENT DIRECTOR

THROUGH: ADRIANA ROBLES, P.E., C.F.M., CITY ENGINEER
GRANT LEONARD, PLANNING MANAGER

BY: PHAVANA ARAMKUL, JUNIOR ENGINEER
OSCAR RESENDIZ, SENIOR PLANNER

TITLE: AWARD OF THE EL GABILAN PARK IMPROVEMENTS
PROJECT, NO. 9246

RECOMMENDED MOTION:

It is recommended that the City Council approve a resolution:

1. Approving the Plans and Specifications for the El Gabilan Park Improvements Project (CIP 9246); and
2. Awarding a contract to Stockbridge General Contracting Inc. for the El Gabilan Park Improvements Project (CIP 9246), in an amount not to exceed \$773,740; and
3. Approving a construction contingency of \$116,061 for a total contract not to exceed total of \$889,801.

EXECUTIVE SUMMARY:

On March 6, 2026, six bid proposals were received from Stockbridge General Contracting Inc., Granite Rock Company, Don Chapin Co., Inc., JPB Designs Inc., Azul Works, Inc., and Premier Builders Inc. for the El Gabilan Park Improvements. The apparently lowest responsive and responsible bidder, Stockbridge General Contracting Inc., submitted a bid in the amount of \$773,740. City staff recommend awarding the project to Stockbridge General Contracting Inc. in the bid amount of \$773,740 and approving an allowance of 15% construction contingencies in an amount of \$116,061.

BACKGROUND:

In 2019, the City of Salinas completed the Parks, Recreation, and Library Services Master Plan ("Master Plan). The development of this Master Plan was led by a steering committee of stakeholders, residents, and organizational leaders and involved extensive public engagement in the planning process. 98% of City residents answering a survey felt that public parks, recreational

opportunities, and library services are important or essential to the quality of life in Salinas; more than half (57%) rated the parks and recreation system as “fair” or “poor.” City parks and open spaces were the focus of one of the four Open House sessions, with participants placing high priorities on safety and maintenance, trails for walking and biking, water play, dog parks, and family/social gatherings.

More than 80% of community survey respondents during the Master Plan process considered upgrading existing parks a high or top priority. One respondent responded, “Before expanding, please start by improving what we already have. Our parks are a treasure, but they need A LOT of love and improvements.”

Following the recommendations of the Master Plan and development of the Capital Improvement Plan for Park and Facility Projects, staff has worked diligently to secure funding sources to improve the condition of existing parks.

In November 2019, the City Council unanimously accepted the Alisal Vibrancy Plan (AVP) as a strategic planning document. The AVP is an action-oriented, comprehensive strategy for Salinas’ Alisal (East Salinas) neighborhoods. The Plan’s purpose is to communicate the collective vision, goals, and desires of those who live, work, worship, and shop in the Alisal area. The AVP Implementation Plan, developed in collaboration with the AVP Implementation Committee, prioritizes short-term activities to improve the cleanliness, appearance, infrastructure, parks and open space, and to promote economic development of the Alisal area. One of the projects under the parks and open space bucket is to resurface existing asphalt pavement and incorporation of a new half basketball court and/or other playground games (i.e., hopscotch, four-square, etc.) at El Gabilan Tot-Lot; AVP Implementation Funds (CIP 9246) will cover all the cost associated with the El Gabilan Tot-Lot project.

On December 13, 2022, the Council authorized the City Manager to enter into an Agreement for Professional Services (Agreement) between the City of Salinas and BFS Landscape Architects in an amount not to exceed \$1,755,389 for the design, program and construction management for Closter Park, El Gabilan Play Lot, and two universal playgrounds (one at Northgate Park and one at Williams Ranch Park). Since 2022, staff have worked with BFS and the community to develop the final design for El Gabilan Park. Community Development staff conducted a survey for outreach and input for the final design from the residents within the El Gabilan Park vicinity and created 500 door hangers with QR code for more direct input from the El Gabilan Park neighborhood. Library and Community Service completed Site Plan Review and permitting process with Current Planning and Permit services divisions.

City Engineer approved the project plans and specifications and authorized the call to bids for this project with bid submittal date of March 6, 2026.

On March 6, 2026, bid proposals were received by the City, publicly opened and read via a Zoom meeting with the results shown on Table 1.

Table 1. El Gabilan Park Improvements Bid Results

CONTRACTOR	BASE BID
Stockbridge General Contracting Inc.	\$773,740.00
Granite Rock Company	\$869,375.00
Don Chapin Co., Inc.	\$933,685.00
JPB Designs Inc.	\$950,000.00
Azul Works, Inc.	\$1,024,000.00
Premier Builders Inc	\$1,227,235.00
ENGINEER'S ESTIMATE	\$755,427.00

Stockbridge General Contracting Inc., the apparent low bidder with a bid approximately 2%, above the engineer's estimate.

Anticipated costs are detailed in Table 2 below.

Table 2. Anticipated Costs

Description	Anticipated Expenditure
Base Bid	\$773,740
Contingency (15%)	\$116,061
Direct Project Cost Subtotal	\$889,801
Administrative Overhead	\$50,000
City Staff Project Management and Admin.(8.5%)	\$65,768
Art Charge (1%)	\$7,737
QA/Specialty Testing	\$20,000
Sof Project Costs Subtotal	\$143,505
TOTAL PROJECT COSTS	\$1,033,306

Based on the proposals received, staff recommend awarding the project to the apparent lowest responsive, and responsible bidder, Stockbridge General Contracting Inc., in an amount not to exceed \$773,740. Staff recommends allocating a 15% construction contingency in the amount of \$116,061. Direct total project costs are estimated at \$889,801.

Construction is anticipated to begin in the summer of 2026.

CEQA CONSIDERATION:

The El Gabilan Park Improvements project which includes demolishing and replacing existing structures of substantially the same size, purpose, and capacity, qualifies as a Class 1 Categorical Exemption (Section 15332(b) improvements) under the California Environmental Quality Act (CEQA).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No, because this project was subject to competitive bidding.

STRATEGIC PLAN INITIATIVE:

This project addresses the current City Council’s Goals of Youth and Seniors, Infrastructure and Environmental Sustainability, Economic Development and Public Safety.

DEPARTMENTAL COORDINATION:

The Public Works Department is collaborating with Library Community Services Department and Community Development Department for the construction of this project and with Legal and Finance Department during the purchasing process.

FISCAL AND SUSTAINABILITY IMPACT:

Based on the table, sufficient funds are available to proceed with the construction for this project.

Fund	Appropriation	Appropriation Name	Total Appropriation	Amount for recommendation	FY 25-26 Operating Budget Page	Last Budget Action (Date, Resolution)*
1200	30.9246-66.4000	Capital Outlays Improvements	\$1,506,563.92	\$889,801	CIP; Community Development	Resolution No. 22685, June 13, 2023
1200	30.9246-61.1100	Salaries & Benefits Regular Pay		\$65,768	CIP; Community Development	Resolution No. 22685, June 13, 2023
1200	30.9246-63.5010	Outside Services Professional Services	\$88,770.50	\$20,000	CIP; Community Development	Resolution No. 22685, June 13, 2023
1200	30.9246-64.1005	Other Charges Public Art Charge	\$16,271.18	\$7,737	CIP; Community Development	Resolution No. 22685, June 13, 2023
1200	30.9246-64.1000	Other Charges Administrative Overhead	\$66,204.65	\$50,000	CIP; Community Development	Resolution No. 22685, June 13, 2023

ATTACHMENTS:

Resolution
Bid Tab

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

A RESOLUTION AWARDED THE EL GABILAN PARK IMPROVEMENTS PROJECT, NO. 9246 TO STOCKBRIDGE GENERAL CONTRACTING INC.

WHEREAS, on July 2, 2019, per Resolution No. 21649, city council adopted the Parks, Recreation, and Library Services Master Plan (“Master Plan”) 20-year Capital Improvements Plan for Park and Facility Projects, identified and ranked “El Gabilan Play Lot”, El Gabilan Park, #35 in terms of needing improvement; and

WHEREAS, In November 2019, the City Council accepted the Alisal Vibrancy Plan (AVP) as a strategic planning document; and

WHEREAS, the AVP Implementation Plan, developed in collaboration with the AVP Implementation Committee, prioritizes short-term activities to improve parks and open space in the Alisal; and

WHEREAS, one of the projects under the parks and open space category of the AVP are improvements at the El Gabilan Tot-Lot; and

WHEREAS, on December 13, 2022, the Council authorized a Professional Services Agreement with BFS Landscape Architects for the design, program and construction management for Closter Park, El Gabilan Play Lot, and two universal playgrounds (at Northgate Park and Williams Ranch Park); and

WHEREAS, AVP Implementation Funds (CIP 9246) will cover all the cost associated with the El Gabilan Tot-Lot project; and

WHEREAS, On February 6, 2026, City engineer approved the project plans and specifications and authorized the call to bids for this project with bid submittal date on March 6, 2026; and

WHEREAS, representatives of the Public Works Department on March 6, 2026, at a public meeting held via Zoom meeting from City Hall, at Salinas, California, publicly opened, and read all bids or proposals delivered electronically via the PlanetBids website for the El Gabilan Park Improvements Project, No. 9246 in accordance with the specifications for such work; and

WHEREAS, the lowest responsive and responsible bidder, Stockbridge General Contracting Inc., submitted a bid that is 2% above the Engineer’s Estimate; and

WHEREAS, sufficient funds are available to award this project; and

WHEREAS, City staff thereupon reported the results of the bidding to the City Council at its regular meeting on April 7, 2026, and the City Council in open session at said meeting examined the report of staff.

NOW, THEREFORE, BE IT RESOLVED pursuant to Salinas Municipal Code Section 12-21, in reference to the “El Gabilan Park Improvement Project No. 9246”, that all of

said bids or proposals are rejected except the bid from Stockbridge General Contracting Inc., (hereinafter referred to as “The Successful Bidders”), being the lowest and best bid which is hereby accepted. The subject contract is hereby awarded to said Successful Bidder for the sum of \$773,740 and more specifically at the prices set forth and contained in the Proposal for the “El Gabilan Park Improvement Project No. 9246”, of said Successful Bidders, filed in the office of the City Clerk. Said sum shall be paid by the City of Salinas to said Successful Bidder, payable at the time and manner specified in the plans and specifications and contract documents for the project, entitled, “El Gabilan Park Improvement Project No. 9246”; and

BE IT FURTHER RESOLVED that said plans and specifications are hereby accepted and adopted for said work and are also referred to for all of the details and particulars thereof, and said plans and specifications are by reference incorporated in and hereby made a part of this resolution; and

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; and

BE IT FURTHER RESOLVED that the City Council approves a construction contingency of \$116,061, for a total contract amount not to exceed total of \$889,801.

PASSED AND APPROVED this 7th day of April 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos CMC, City Clerk

BID OPENING:
Mar. 6, 2026

BID TABULATION
EL GABILAN PARK IMPROVEMENTS

CIP No. 9246

Bid awarded on _____ by Salinas City Council by Resolution No. _____ (NCS) to: _____
for for the sum of _____ (BASE BID, items 1 & 2)
All other bids were rejected and bid bonds returned.
Dated this _____ day of _____, 2026

Drawing No.
Project Coordinator: Phavana Aramkul
Project Manager: Kristan Lundquist

ITEM NO.	ITEM CODE	DESCRIPTION	APPROX. QTY	UNIT	ENGINEERING ESTIMATE		CONTRACTOR #1		CONTRACTOR #2		CONTRACTOR #3		CONTRACTOR #4		CONTRACTOR #5		CONTRACTOR #6	
					UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
City Clerk																		
BASE BID - EL GABILAN PARK IMPROVEMENTS CIP No. 9246																		
1		Coordination and Mobilization; Complete-in-Place	1	LS	\$ 20,000	\$ 20,000	\$ 39,000.00	\$ 39,000.00	\$ 39,500.00	\$ 39,500.00	\$ 13,842.00	\$ 13,842.00	\$ 140,000.00	\$ 140,000.00	\$ 200,000.00	\$ 200,000.00	\$ 20,000.00	\$ 20,000.00
2		SITE WORK: Improvements to include, but not limited to Site preparation and erosion control, for replacing existing basketball court with a new multi-sport court, surfacing and striping, fencing, and paving areas, misc. landscape renovations, new site furnishings, new security lighting, replenishing the existing playground surface, new sidewalk; Concrete monument sign; and 60-DAY Plant establishment period; Complete-In-Place	1	LS	\$ 735,427	\$ 735,427	\$ 734,740.00	\$ 734,740.00	\$ 829,875.00	\$ 829,875.00	\$ 919,843.00	\$ 919,843.00	\$ 810,000.00	\$ 810,000.00	\$ 824,000.00	\$ 824,000.00	\$ 1,207,235.00	\$ 1,207,235.00
TOTAL (BASE BID Items 1-2) (For Comparison Only)					\$ 755,427	\$ 755,427	\$ 773,740.00	\$ 773,740.00	\$ 869,375.00	\$ 869,375.00	\$ 933,685.00	\$ 933,685.00	\$ 950,000.00	\$ 950,000.00	\$ 1,024,000.00	\$ 1,024,000.00	\$ 1,227,235.00	\$ 1,227,235.00
Local Purchasing Discount					5%		N/A		43,468.75		46,684.25		N/A		N/A		N/A	
GRAND TOTAL BASE BID Items 1- 2 (FOR COMPARISON ONLY)					\$ 755,427	\$ 755,427	\$ 773,740.00	\$ 773,740.00	\$ 825,906.25	\$ 825,906.25	\$ 887,000.75	\$ 887,000.75	\$ 950,000.00	\$ 950,000.00	\$ 1,024,000.00	\$ 1,024,000.00	\$ 1,227,235.00	\$ 1,227,235.00
ITEMS TO BE SUBMITTED WITH PROPOSAL ON BID OPENING DATE																		
1		Proposal					X		X		X		X		X		X	
2		Addendum No. 1					X		X		X		X		X		X	
2.1		Addendum No. 2					X		X		X		X		X		X	
3		Bid Bond					X		X		X		X		X		X	
4		Bidder's Statement of Financial Responsibility Technical Ability and Experience					X		X		X		X		X		X	
5		Insurance Certification					X		X		X		X		X		X	
6		Bidder's Statement Of Subcontractors Part I					X		X		X		X		X		X	
7		Non-Collusion Declaration Of Contractor					X		X		X		X		X		X	
8		Declaration of Local Business Enterprise (if applicable)					N/A		X		X		N/A		N/A		N/A	
ITEMS TO BE SUBMITTED BY LOW BIDDER AND SECOND LOWEST BIDDER ON/OR WITHIN 5 WORKING DAYS AFTER BID OPENING DATE																		
9		Bidder's Statement Of Subcontractors Part II					X		X		X							
10		Non-Collusion Declaration Of Sub-Contractor					X		X		X							
11		Bidder's Statement of Good Faith Effort for Local Hire					X		X		X							
12		Bidder's List for the City of Salinas Public Works Department					X		X		X							



City of Salinas

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

Legislation Text

File #: ID#26-127, Version: 1

2026 Engineering and Traffic Survey for Speed Limits

Approve a Resolution establishing speed limits as recommended by the 2026 Engineering and Traffic Survey for Speed Limits Technical Report.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: APRIL 7, 2026

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, PE, LS, PUBLIC WORKS DIRECTOR

BY: ADRIANA ROBLES, PE, CFM, CITY ENGINEER
JONATHAN HERNANDEZ, JUNIOR ENGINEER

TITLE: 2026 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

RECOMMENDED MOTION:

A motion to approve a Resolution establishing speed limits as recommended by the 2026 Engineering and Traffic Survey for Speed Limits Technical Report.

EXECUTIVE SUMMARY:

In California, an Engineering and Traffic Survey (“E&TS”) is the tool used to establish a speed limit, surveys are updated every 5-7 years and may be extended up to 14 years. Normally the speed limit is set at the closest 5 mph increment of the 85th percentile speed calculated through the E&TS, but a single 5 mph reduction is permitted based on roadway conditions and constraints. Speed limits set further below this practice create a “speed trap” that may result in the removal of the ability for law enforcement to enforce the roadway with radar per the California Vehicle Code (CVC 40802). This practice changed in July 2024 based on California Assembly Bill 43 (AB 43) allowing speed limit establishment to also consider “vulnerable roadway users” and “safety corridors”.

A key speed survey expired in January 2026, staff is presenting a new E&TS for Council consideration. Approval of this survey is required to allow law enforcement to continue using radar on this road segment.

BACKGROUND:

The routine analysis and establishment of speed limits on roadways ensures compliance with the Uniform Vehicle Code (UVC”) established by the National Committee on Uniform Traffic Laws and Ordinances.

Engineering & Traffic Survey (Speed Survey) Process

In California the use of Speed Surveys is defined by the California Vehicle Code (“CVC”) and the methodology is defined by the Manual on Uniform Traffic Control Devices (“MUTCD”). To set a speed limit, staff use a standard “85th percentile” survey outlined in the MUTCD. These surveys measure how fast people naturally drive during normal traffic, then set the limit to closest 5-mph mark of the speed used by 85% of those drivers. A further 5-mph reduction is permitted based on

roadway conditions and constraints. Under CVC 40802, a “speed trap” is created if a speed survey is missing or if the limit is set lower than the 85th percentile. In these cases, police are legally prohibited from using radar to issue tickets on that road.

For example, a roadway segment with a measured 85th percentile speed of 37 mph may have a recommended speed limit of 35 mph. Per the CVC, a 5-mph reduction to 30 mph is justified when geometric constraints (horizontal or vertical curves) limit sight distance. Similarly, the limit may be reduced to account for high pedestrian and bicycle volumes associated with designed school routes or identified bicycle networks. Prior to Assembly Bill 43, if this same roadway segment were signed at 25 mph it would have been considered a “speed trap” and radar enforcement would not be permitted.

California Assembly Bill 43 (AB 43) signed in 2021, gives local agencies more power to set speed limits based on safety goals rather than just the “speed trap” rules. If a required traffic survey shows a limit is still unsafe, an agency can reduce the speed limit by an additional 5 mph in two cases: designation of a safety corridor or if the road is adjacent to a high-activity area, specifically a facility that may attract more vulnerable groups like children, elderly persons, persons with disabilities and the unhoused. Based on the MUTCD, a “safety corridor” is officially defined as a segment within the top 20% of the city’s network for crashes, or any road where these vulnerable groups are present within 1320 feet (1/4 mile).

Salinas Engineering & Traffic Surveys

Following recent speed surveys, staff recommend reducing the speed limit for one specific road segment: Williams Road.

The Salinas Vision Zero Action Plan identified Williams Road as the City’s second highest collision corridor. While the measured 85th percentile speed on Williams Road is 37 mph, standard speed survey procedures allow for the speed limit adjustment based on safety. By rounding the measured speed to the nearest 5-mph increment (35 mph) and also applying a 5-mph safety reduction, staff recommend a new speed limit of 30 mph. See Table 1: 2026 Speed Survey Study Findings.

Table 1: 2026 Speed Survey Study Findings

Street Segment	Speed Survey Study Limits	Posted Speed Limit		AB43 Study Methodology Used
		Existing	Proposed	
Williams Road	East Alisal Street to East Boronda Road	35	30	No

Why not keep the existing speed limit signs arbitrarily low to slow the speed of traffic?

California law prohibits the arbitrary posting of reduced speed limits. Doing so can create a “speed trap,” which legally restricts law enforcement from using radar and often leads to higher overall vehicle speeds. However, AB 43 provides new flexibility. It allows the City Council to establish safety corridors and reduce speed limits for the benefit of vulnerable road users, provided an additional study confirms that a lower limit is necessary for safety.

Traffic and Transportation Commission

The recommendation for the establishment of the 2026 Engineering and Traffic Survey for Speed Limits was presented to the Traffic and Transportation Commission at its March 12, 2026, meeting. The Commission voted (5-0) to recommend City Council approve a Resolution to establish the 2026 Engineering and Traffic Survey for Speed Limits.

CEQA CONSIDERATION:

Not a Project. The City of Salinas has determined that the proposed action is not a project as defined by the California Environmental Quality Act (CEQA) (CEQA Guidelines Section 15378). In addition, CEQA Guidelines Section 15061 includes the general rule that CEQA applies only to activities which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Because the proposed action and this matter have no potential to cause any effect on the environment, or because it falls within a category of activities excluded as projects pursuant to CEQA Guidelines section 15378, this matter is not a project. Because the matter does not cause a direct or foreseeable indirect physical change on or in the environment, this matter is not a project. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The establishment of legitimate speed limits support the City Council's goal of “Public Safety”.

DEPARTMENTAL COORDINATION:

The Public Works Department staff survey, recommend, monitor, and install posted speed limits. Established speed zones allow the Salinas Police Department to enforce posted speed limits. Public Works provides the Police Department and the Traffic Court with updates and changes to the established speed limits for proper enforcement.

FISCAL AND SUSTAINABILITY IMPACT:

Installation and replacement of speed limits signs is estimated at approximately \$2,000. Sufficient budget is available and appropriated in the City Street Sign Retro Reflectivity Project (CIP 9162).

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
n/a	n/a	n/a	n/a	n/a

ATTACHMENTS:

Resolution

Attachment 1: 2026 Engineering and Traffic Survey for Speed Limits Technical Report
Attachment 2: FHWA Functional Classification Maps
Attachment 3: Speed Limit Informational Brochure

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

A RESOLUTION APPROVING THE ESTABLISHMENT OF SPEED LIMITS AS RECOMMENDED BY THE 2026 ENGINEERING AND TRAFFIC SURVEY FOR SPEED LIMITS

WHEREAS, in accordance with California Vehicle Code Sections 22357 and 22358, local municipalities have the power to increase or decrease prima facie speed limits for local streets; and

WHEREAS, in accordance with California Vehicle Code Section 40802 and provisions of the California Manual on Uniform Traffic Control Devices (MUTCD), Engineering and Traffic Surveys must be performed on those local streets every five to seven years when the use of radar or other electronic devices which measure the speed of moving objects are utilized to enforce the prima facie speed limits for those streets; and

WHEREAS, existing law defines a speed trap and prohibits evidence of a driver's speed obtained through a speed trap from being admissible in court in any prosecution against a driver for a speed-related offense; and

WHEREAS, existing law deems a road where the speed limit is not justified by a traffic and engineering survey conducted within the previous 5 to 7 years to be a speed trap, unless the roadway has been evaluated by a registered engineer in which case the speed limit remains enforceable for a period of 14 years. Existing law exempts a school zone from certain provisions relating to defining a speed trap; and

WHEREAS, effective July 1, 2024, the State of California, through Assembly Bill 43, granted local jurisdictions the authority to retain or reduce speed limits a maximum of 5 mph below the current posted speed limit without creating a speed trap following an Engineering and Traffic Survey evaluated by a registered engineer; and

WHEREAS, the results of the 2026 Engineering and Traffic Survey for Speed Limits conform to the requirements of the California Vehicle Code; and

WHEREAS, City staff has concluded those speed limits set forth in the 2026 Engineering and Traffic Survey for Speed Limits attached hereto are justified for their associated street segments in that they are found to be most appropriate to facilitate the orderly movement of vehicular traffic and are reasonable and safe for those street segments; and

WHEREAS, at its March 12, 2026, meeting, the Traffic and Transportation Commission voted to recommend to City Council the establishment of the 2026 Engineering and Traffic Survey for Speed Limits; and

WHEREAS, the City of Salinas has determined that the establishment of the 2026 Engineering and Traffic Survey for Speed Limits is exempt from the California Environmental Quality Act (CEQA) Guidelines (Section 15301, Class 1). The proposed action has no potential

to cause any effect on the environment and does not cause a direct or foreseeable indirect physical change on or in the environment.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council hereby approves the establishment of the 2026 Engineering and Traffic Survey for Speed Limits; and

BE IT FURTHER RESOLVED that City staff is hereby authorized and directed to proceed with the establishment of the 2026 Engineering and Traffic Survey for Speed Limits to fully effectuate the intent of this Resolution.

PASSED AND APPROVED this 7th day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



City of Salinas

PUBLIC WORKS DEPARTMENT • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7241 • (831) 758-7935 (Fax) • www.salinas.gov

2026 Engineering and Traffic Survey For Speed Limits Technical Report

PREPARED BY:
City of Salinas
Public Works Department
Traffic and Transportation Division
200 Lincoln Avenue
Salinas, CA 93901

CERTIFICATION

I, Adriana Robles, do hereby certify that this Engineering and Traffic Survey for the City of Salinas was performed under my supervision. I certify that I am experienced in performing surveys of this type and duly registered in the State of California as professional Civil Engineer.



A handwritten signature in cursive script that reads "Adriana Robles". The signature is written in black ink and is positioned above a solid horizontal line.

Adriana Robles, PE, CFM
City Engineer

INTRODUCTION:

The 2026 Engineering and Traffic Surveys (E&TS) in the City of Salinas fulfills California Vehicle Code (CVC) Sections 22357 and 22358, which require local agencies to follow certain procedures established by the State of California. The E&TS are intended to serve as the basis for establishing and enforcing the speed limits for specific streets in the City. The work herein by the City Traffic and Transportation Engineering Division staff, in accordance with the California CVC Section 40802, reviews the established speed limit sections to determine whether changes in existing conditions have occurred which may require adjusting the posted speed limit.

Engineering and Traffic Surveys for speed limits are regularly conducted once every five (5) years by governing municipalities for the purpose of complying with Section 40802 of the CVC and the national Uniform Vehicle Code. E&TS may be extended to every seven (7) years if the arresting officer has completed device training and the device has been recently calibrated. E&TS may be extended every fourteen (14) years if a registered engineer evaluates the section of the highway and determines that no significant changes in roadway or surrounding land uses have occurred as specified in the CVC. An E&TS should be conducted on new roadways or where traffic conditions have changed significantly.

The California Manual on Uniform Traffic Control Devices (CA-MUTCD), as required under CVC 21400, defines standards for posting speed limits that rely upon collecting speed data in the field to determine the 85th percentile speed, which is subsequently rounded upward or downward to the nearest 5 mile per hour increment. The CA-MUTCD allows for options to further reduce the speed limit. Additionally, local authorities are allowed to further reduce speed limits to consider the safety of vulnerable pedestrians under Assembly Bill No. 43. **Table 1: Engineering and Traffic Survey Summary** summarizes the findings and recommendations for speed limits on those segments. The results of the E&TS will be valid until 2030, see Table 1 for details, unless extended through additional criteria.

METHODOLOGY:

On January 1, 2012, CVC 21400(b) became effective requiring the California, Department of Transportation (Caltrans) to revise the CA-MUTCD so that speed limits are based on field-collected speed data. A spot speed survey that typically consists of measuring vehicle speeds with an electronic device, most commonly a radar speed detector. Traffic traveling at free-flow speeds in each direction for a two-way street is collected and compiled to create a data set. The most significant data point collected is the 85th percentile speed, which is the speed at or below which 85 percent of motor vehicles travel. The 85th percentile speed is the industry standard data point which typically represents one standard deviation above the average speed and establishes the upper limit of what is considered reasonable and prudent. The reason that speed limit areas are established and posted is to guard reasonable drivers from the unreasonable behavior of a reckless or otherwise dangerous drivers. As with other laws, speed limits are established based on the consensus of the majority of those who drive a section of roadway as to what speed is reasonable and safe.

As specified in the California MUTCD Section 2B.13, the posted speed limit “shall be established at the nearest 5 mph increment of the 85th percentile speed of free-flowing traffic.” Additionally, the MUTCD allows the posted speed limit to be lowered by no more than 5 mph from a rounded speed, using one of two options that depend on whether the 85th percentile speed has been rounded down or up. The options may be applied as follows:

1. MUTCD Section 2B.13 states, “The posted speed may be reduced by 5 mph from the nearest 5-mph increment of the 85th percentile speed, in compliance with CVC Sections 627 and 22358.5.” The cited CVC Section 627 defines an E&T survey that is required to consider prevailing speeds, accident records, and conditions not readily apparent to the driver, and optionally consider residential density as well as pedestrian and bicycle safety. According to the MUTCD, this option requires documentation of an E&T Survey that “shall document in writing the conditions and justification for the lower speed limit and be approved by a registered Civil or Traffic Engineer.” The basis for a speed limit that is more than 5 mph lower than the 85th percentile speed is something other than prevailing speeds. In regard to conditions not readily apparent to the driver, CVC 22358 states that “physical conditions such as width, curvature, grade and surface conditions, or any other condition readily apparent to a driver, in the absence of other factors, would not require special downward speed zoning.”

2. MUTCD Section 2B.13 12a also states “For cases in which the nearest 5-mph increment of the 85th percentile speed would require a rounding up, then the speed limit may be rounded down to the nearest 5-mph increment below the 85th percentile speed, if no further reduction is used.” An Option 2 round-down, which became available when CVC Section 21400(b) went into effect January 1, 2012, requires no E&T Survey to post the speed limit sign. The E&T Survey is required nevertheless, however, to allow radar or similar devices to be used for enforcement.

Neither the Vehicle Code nor the MUTCD provide much specific guidance regarding accident data or pedestrian or bicycle safety. In contrast, CVC 627(c)(1) provides specific guidance on residential density. Many residential neighborhoods in Salinas meet the density threshold of 16 separate dwelling houses or business structures per quarter mile. The statute does not apply to roads within a business district.

While the California MUTCD allows two options for lowering the posted speed, it has no provision for raising the speed limit above the nearest 5-mph increment of the 85th percentile speed.

SUMMARY OF RECOMMENDATIONS:

The result of the Engineering and Traffic Survey for one (1) roadway section is listed in **Table 1: Engineering and Traffic Survey Summary: ENGINEERING AND TRAFFIC SURVEYS EXPIRING 2030:**

Reduced

75) Williams Road between East Alisal Street and East Boronda Road - This segment of Williams Road is classified as a major arterial in the City of Salinas General Plan. The surrounding land use includes fronting residential homes, retail, and school use. Speed data collected on December 10, 2025, revealed the 85th percentile speed of 37 mph. The 10 mph pace ranges from 28 mph to 37 mph and suggests the 85th percentile is within this range. Based on the surrounding land use, the 10 mph pace range, and the prevailing speeds rounded down and reduced by 5 mph per MUTCD option 1, the existing posted speed limit of 35 mph should be reduced to 30 mph.

CONCLUSIONS:

The Engineering and Traffic Surveys contained in **Appendix A** of this report are intended to establish and justify posted speed limits that can be enforced by radar. The posted speed limits advise the motorist and enforcement agencies of speeds considered reasonable for a particular section of highway for prevailing conditions. The posted speed limits are not absolute maximums, but rather prima facie speed limits for which violations would be cited under the Basic Speed Law (Section 22350 of the CVC). CVC 22350 states that a person shall not drive a vehicle at a speed greater than is safe, having regard for traffic, roadway, and weather conditions. A prima facie limit merely suggests a safe speed under normal conditions.

Table 1: Engineering and Traffic Survey Summary

No.	Street	Segment	Existing Speed Limit (mph)	85 th -Percentile Speed (mph)			MUTCD Applied Reduction Option	Survey Expiration
				Measured	Rounded	Recommended		
75	Williams Road	East Alisal Street to East Boronda Road	35	37	35	30	1	12/10/2030

COLLISION HISTORY

The Engineering and Traffic Survey forms summarize the available collision information for each of the street segments. The collision information was obtained from the City of Salinas from January 1, 2023 to December 31, 2024. For this analysis, only collisions during the 2-year period between January 1, 2023 to December 31, 2024 were considered. The collisions were reviewed and only corridor related collisions, those not related to signalized intersections, were summarized for each segment. Based on the number of total collisions studied over the 2-year period and average daily traffic (ADT) counts, a collision rate was calculated for each segment. The collision rates for each segment were compared to the statewide average rate listed in the 2023 Collision Data on California State Highways, to provide a general comparison of the collision rates on the segments to expected collisions rates for similar types of roadways, shown in **Table 2: Collision Rate Summary**.

Lane Type	Total Statewide Urban Collision Rate (2021, 2022, 2023) (Total per million vehicle miles)
2 and 3 lane	1.03
4+ lanes (undivided)	1.27
4+ lanes (divided)	0.97

Table 2: Collision Rate Summary

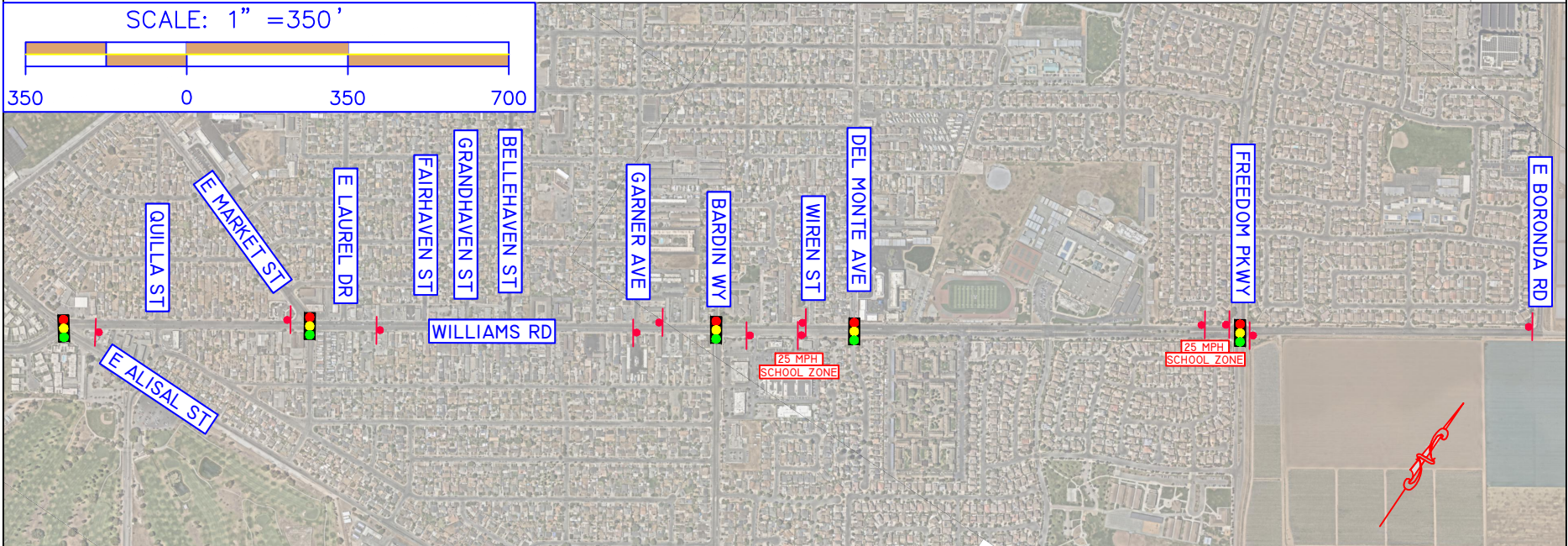
No.	Street	Segment	Existing Facility	Length (mi)	AADT	Collisions (2 years) (2023-2024)	Collision Rate (Acc./MVM)	Statewide Collision Rate (Acc./MVM)
75	Williams Road	East Alisal Street to East Boronda Road	4+ lanes (undivided)	1.99	12,840	41	2.20	1.27

APPENDIX A
ENGINEERING AND TRAFFIC SURVEYS

**CITY OF SALINAS
TRANSPORTATION & ENGINEERING
TRAFFIC SURVEY**

STREET: **WILLIAMS ROAD**
BETWEEN: **E ALISAL ST & E BORONDA RD**
SURVEY DATE: **12/10/2025 (EXPIRES IN 2030)**

75



COMMENTS:

This segment of Williams Road is classified as a major arterial in the City of Salinas General Plan. The surrounding land use includes fronting residential homes, retail, and school use. Speed data collected on December 10, 2025, revealed the 85th percentile speed of 37 mph. The 10 mph pace ranges from 28 mph to 37 mph and suggests the 85th percentile is within this range. Based on the surrounding land use, the 10 mph pace range, and the prevailing speeds rounded down and reduced by 5 mph per MUTCD option 1, the existing posted speed limit of 35 mph should be reduced to 30 mph.

AREA	DESCRIPTION	MAP SYMBOL	
Distance	Approximately 10,250 Feet		
Vertical Alignment	Flat	ALL-WAY STOP	
Street Width	Varies (56 to 78 Feet)	SIGNAL	
No. Lanes and Median	4-Lane Major Arterial	SPEED LIMIT SIGN	
Proposed Speed Zone	30 MPH	CITY LIMITS	
85 th Percentile Speed	37 MPH	CROSSWALK	
Traffic Volume (Date)	12,840 (2025)	SCHOOL CROSSWALK	
Accident Data (2 years)	41 Collisions (2023-2024)		
Street Segment Collision Rate = (Collisions) (1,000,000) (Years) (365) (ADT) (Length in Miles)	2.20 Acc./MVM		



CITY OF SALINAS

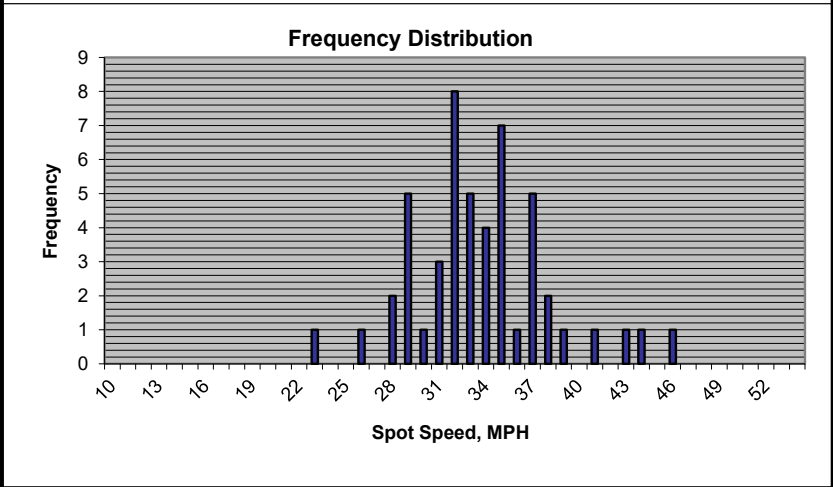
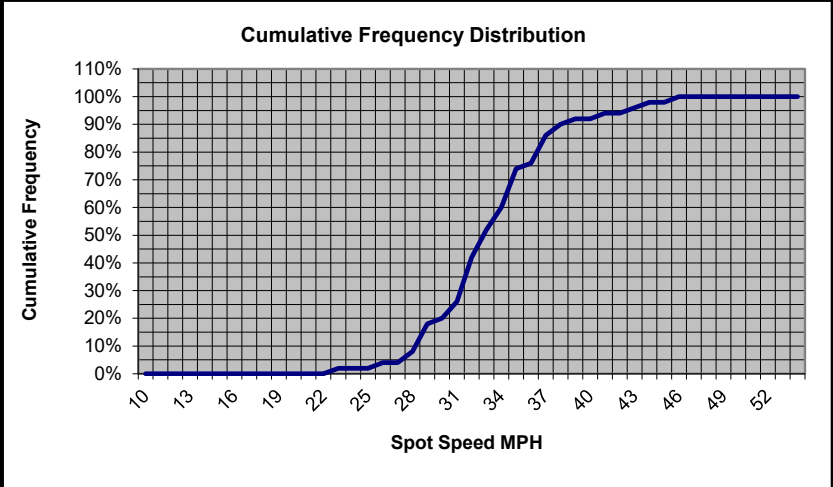
DEPARTMENT OF DEVELOPMENT & ENGINEERING SERVICES

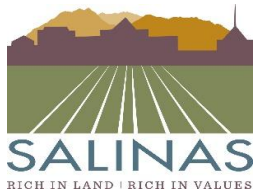
RADAR SURVEY

Street:	<u>Williams Road</u>	Direction:	<u>EBD</u>	Comments: No. 75
Between:	<u>East Alisal Street & East Boronda Road</u>			
Survey Location:	<u>254 Williams Road</u>			
Speed Limit:	<u>35 MPH</u>			
Date:	<u>12/10/25</u>	Day:	<u>Wednesday</u>	
Hours:	From: <u>02:36 pm</u>	To:	<u>02:53 pm</u>	
Weather:	<u>Sunny</u>			
Observer(s):	<u>Rodolfo C/Enrique S</u>			

MPH	Frequency	Percent	Cumulative %	<i>Data Analysis:</i>	
10	0	0.00%	0.00%		
11	0	0.00%	0.00%		
12	0	0.00%	0.00%		
13	0	0.00%	0.00%		
14	0	0.00%	0.00%		
15	0	0.00%	0.00%		
16	0	0.00%	0.00%		
17	0	0.00%	0.00%		
18	0	0.00%	0.00%		
19	0	0.00%	0.00%		
20	0	0.00%	0.00%		
21	0	0.00%	0.00%		
22	0	0.00%	0.00%		
23	1	2.00%	2.00%		
24	0	0.00%	2.00%		
25	0	0.00%	2.00%		
26	1	2.00%	4.00%		
27	0	0.00%	4.00%		
28	2	4.00%	8.00%		
29	5	10.00%	18.00%		
30	1	2.00%	20.00%		
31	3	6.00%	26.00%		
32	8	16.00%	42.00%		
33	5	10.00%	52.00%		
34	4	8.00%	60.00%		
35	7	14.00%	74.00%		
36	1	2.00%	76.00%		
37	5	10.00%	86.00%		
38	2	4.00%	90.00%		
39	1	2.00%	92.00%		
40	0	0.00%	92.00%		
41	1	2.00%	94.00%		
42	0	0.00%	94.00%		
43	1	2.00%	96.00%		
44	1	2.00%	98.00%		
45	0	0.00%	98.00%		
46	1	2.00%	100.00%		
47	0	0.00%	100.00%		
48	0	0.00%	100.00%		
49	0	0.00%	100.00%		
50	0	0.00%	100.00%		
51	0	0.00%	100.00%		
52	0	0.00%	100.00%		
53	0	0.00%	100.00%		
54	0	0.00%	100.00%		
Totals:	50	100.00%			

Time Mean Speed:	<u>33.7</u>	MPH
Sample Variance:	<u>19.28</u>	
Standard Deviation:	<u>4.4</u>	
Variance of the Mean:	<u>0.3856</u>	
Standard Error of the Mean:	<u>0.6</u>	
10 MPH Pace:	<u>28</u>	To: <u>37</u> MPH
Percent in Pace:	<u>82.0%</u>	
Vehicles in Pace:	<u>41</u>	
50th Percentile Speed:	<u>33</u>	MPH
85th Percentile Speed:	<u>37</u>	MPH
90th Percentile Speed:	<u>38</u>	MPH
95th Percentile Speed:	<u>43</u>	MPH





CITY OF SALINAS

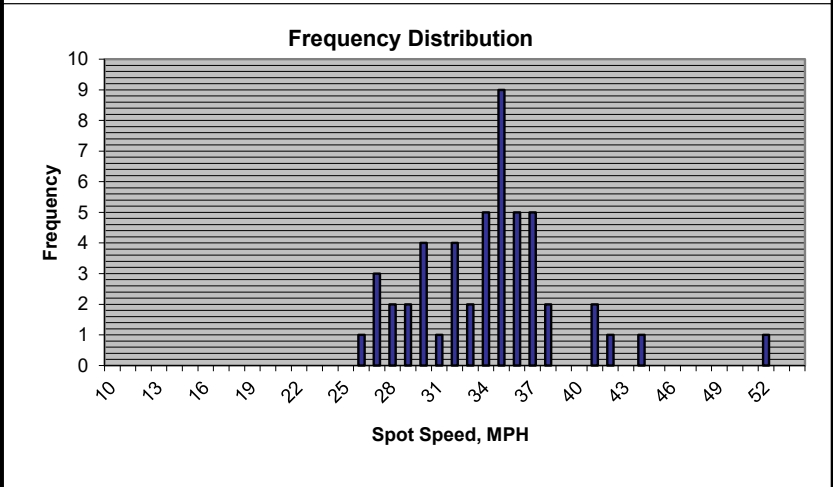
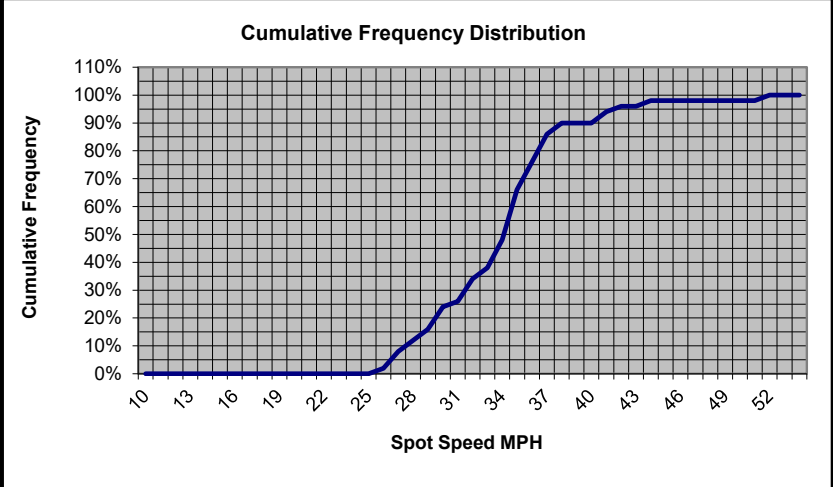
DEPARTMENT OF DEVELOPMENT & ENGINEERING SERVICES

RADAR SURVEY

Street:	<u>Williams Road</u>	Direction:	<u>WBD</u>	Comments: No. 75
Between:	<u>East Alisal Street & East Boronda Road</u>			
Survey Location:	<u>254 Williams Road</u>			
Speed Limit:	<u>35</u> MPH			
Date:	<u>12/10/25</u>	Day:	<u>Wednesday</u>	
Hours:	From: <u>02:36 pm</u>	To:	<u>02:53 pm</u>	
Weather:	<u>Sunny</u>			
Observer(s):	<u>Rodolfo C/Enrique S</u>			

MPH	Frequency	Percent	Cumulative %
10	0	0.00%	0.00%
11	0	0.00%	0.00%
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	0	0.00%	0.00%
24	0	0.00%	0.00%
25	0	0.00%	0.00%
26	1	2.00%	2.00%
27	3	6.00%	8.00%
28	2	4.00%	12.00%
29	2	4.00%	16.00%
30	4	8.00%	24.00%
31	1	2.00%	26.00%
32	4	8.00%	34.00%
33	2	4.00%	38.00%
34	5	10.00%	48.00%
35	9	18.00%	66.00%
36	5	10.00%	76.00%
37	5	10.00%	86.00%
38	2	4.00%	90.00%
39	0	0.00%	90.00%
40	0	0.00%	90.00%
41	2	4.00%	94.00%
42	1	2.00%	96.00%
43	0	0.00%	96.00%
44	1	2.00%	98.00%
45	0	0.00%	98.00%
46	0	0.00%	98.00%
47	0	0.00%	98.00%
48	0	0.00%	98.00%
49	0	0.00%	98.00%
50	0	0.00%	98.00%
51	0	0.00%	98.00%
52	1	2.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
Totals:	50	100.00%	

<i>Data Analysis:</i>	
Time Mean Speed:	<u>34.2</u> MPH
Sample Variance:	<u>22.72</u>
Standard Deviation:	<u>4.8</u>
Variance of the Mean:	<u>0.4544</u>
Standard Error of the Mean:	<u>0.7</u>
10 MPH Pace:	<u>28</u> To: <u>37</u> MPH
Percent in Pace:	<u>78.0%</u>
Vehicles in Pace:	<u>39</u>
50th Percentile Speed:	<u>35</u> MPH
85th Percentile Speed:	<u>37</u> MPH
90th Percentile Speed:	<u>40</u> MPH
95th Percentile Speed:	<u>42</u> MPH





CITY OF SALINAS

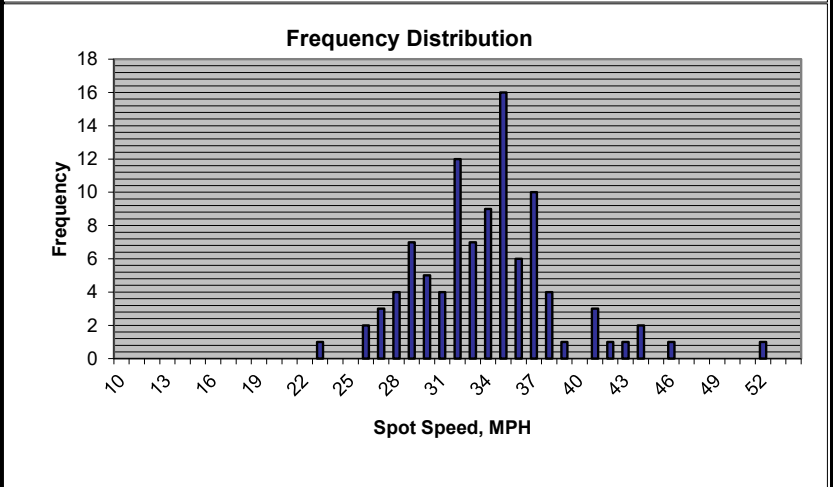
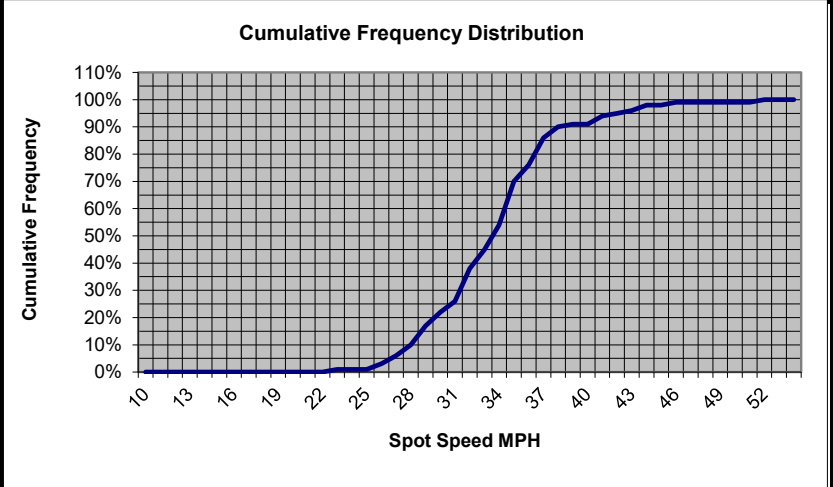
DEPARTMENT OF DEVELOPMENT & ENGINEERING SERVICES

RADAR SURVEY

Street:	<u>Williams Road</u>	Direction:	<u>EBD/WBD</u>	Comments:
Between:	<u>East Alisal Street & East Boronda Road</u>			No. 75
Survey Location:	<u>254 Williams Road</u>			
Speed Limit:	<u>35 MPH</u>			
Date:	<u>12/10/25</u>	Day:	<u>Wednesday</u>	
Hours:	From:	<u>02:36 pm</u>	To:	<u>02:53 pm</u>
Weather:	<u>Sunny</u>			
Observer(s):	<u>Rodolfo C/Enrique S</u>			

MPH	Frequency	Percent	Cumulative %
10	0	0.00%	0.00%
11	0	0.00%	0.00%
12	0	0.00%	0.00%
13	0	0.00%	0.00%
14	0	0.00%	0.00%
15	0	0.00%	0.00%
16	0	0.00%	0.00%
17	0	0.00%	0.00%
18	0	0.00%	0.00%
19	0	0.00%	0.00%
20	0	0.00%	0.00%
21	0	0.00%	0.00%
22	0	0.00%	0.00%
23	1	1.00%	1.00%
24	0	0.00%	1.00%
25	0	0.00%	1.00%
26	2	2.00%	3.00%
27	3	3.00%	6.00%
28	4	4.00%	10.00%
29	7	7.00%	17.00%
30	5	5.00%	22.00%
31	4	4.00%	26.00%
32	12	12.00%	38.00%
33	7	7.00%	45.00%
34	9	9.00%	54.00%
35	16	16.00%	70.00%
36	6	6.00%	76.00%
37	10	10.00%	86.00%
38	4	4.00%	90.00%
39	1	1.00%	91.00%
40	0	0.00%	91.00%
41	3	3.00%	94.00%
42	1	1.00%	95.00%
43	1	1.00%	96.00%
44	2	2.00%	98.00%
45	0	0.00%	98.00%
46	1	1.00%	99.00%
47	0	0.00%	99.00%
48	0	0.00%	99.00%
49	0	0.00%	99.00%
50	0	0.00%	99.00%
51	0	0.00%	99.00%
52	1	1.00%	100.00%
53	0	0.00%	100.00%
54	0	0.00%	100.00%
Totals:	100	100.00%	

<i>Data Analysis:</i>	
Time Mean Speed:	<u>34.0</u> MPH
Sample Variance:	<u>20.86</u>
Standard Deviation:	<u>4.6</u>
Variance of the Mean:	<u>0.2086</u>
Standard Error of the Mean:	<u>0.5</u>
10 MPH Pace:	<u>28</u> To: <u>37</u> MPH
Percent in Pace:	<u>80.0%</u>
Vehicles in Pace:	<u>80</u>
50th Percentile Speed:	<u>34</u> MPH
85th Percentile Speed:	<u>37</u> MPH
90th Percentile Speed:	<u>38</u> MPH
95th Percentile Speed:	<u>42</u> MPH



SITE CODE
75

SPEED SURVEY FIELD SHEET

CITY OF SALINAS

LOCATION Williams Rd. between E. Alisal St. and E. Boronda Rd.
 DATE 12/10/2025 DAY Wednesday TIME 2:36 TO 2:53
 OBSERVER Rodolfo C. CALCULATED BY _____ WEATHER Sunny

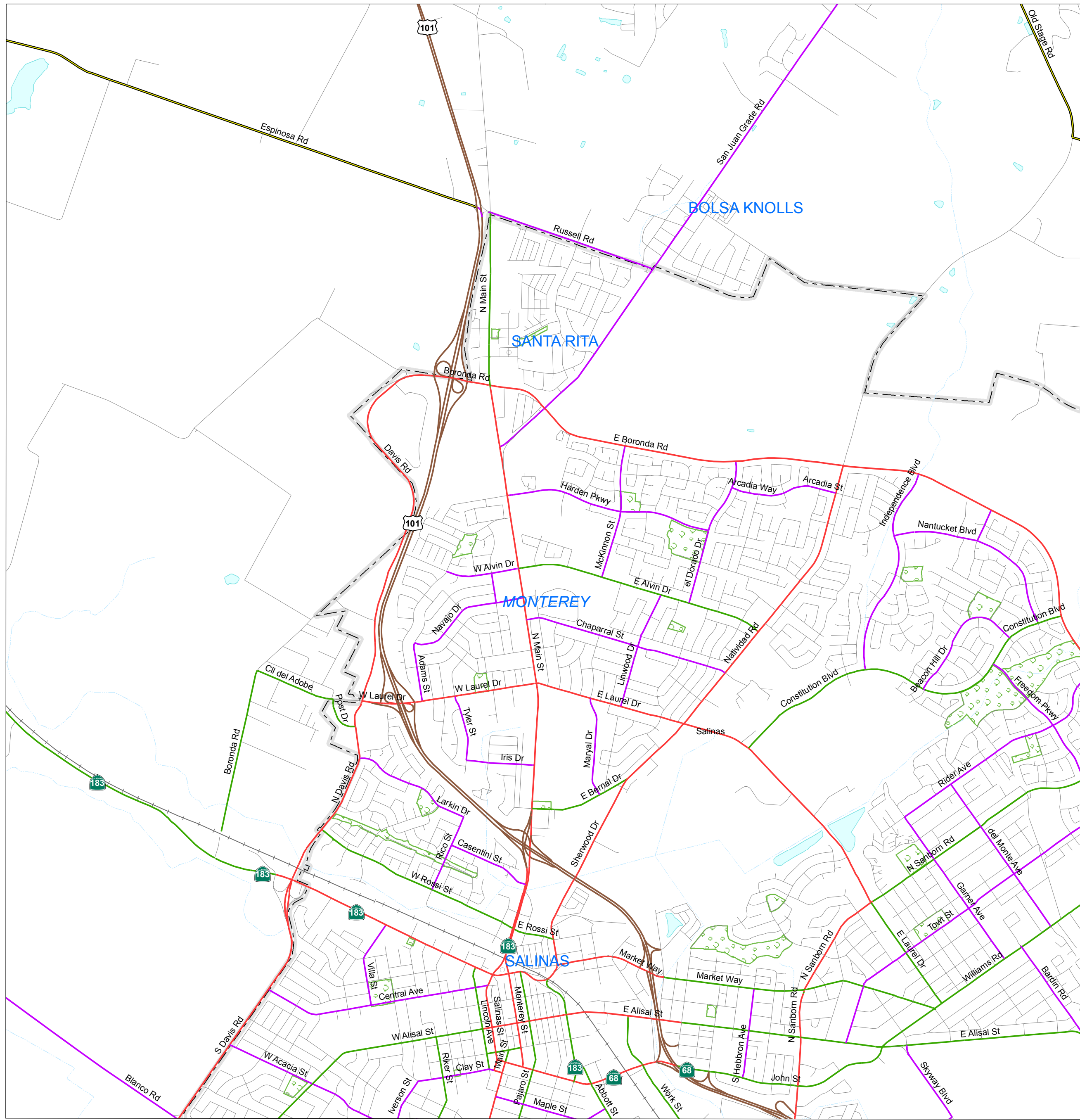
Direction: <u>Westbound</u>				
MPH	Number of Vehicles			
	5	10	15	20
70				
69				
68				
67				
66				
65				
64				
63				
62				
61				
60				
59				
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11				
10				

Direction: <u>Eastbound</u>				
MPH	Number of Vehicles			
	5	10	15	20
70				
69				
68				
67				
66				
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63				
62				
61				
60				
59				
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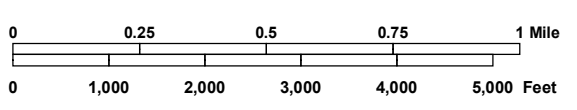
SEE MAP 6N44

SEE MAP 6N53

SEE MAP 6N55



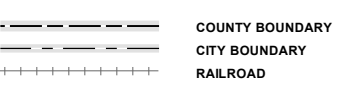
Date: 3/30/16
 APPROVED
 FEDERAL HIGHWAY ADMINISTRATION
Wesley Rutland-Pearce
 FOR: VINCENT P. MAMMAMO
 DIVISION ADMINISTRATOR



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 In Cooperation With The
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES

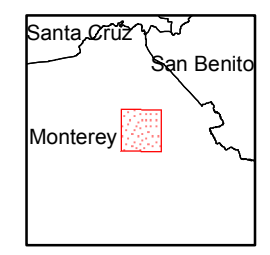


SEE MAP 6P14



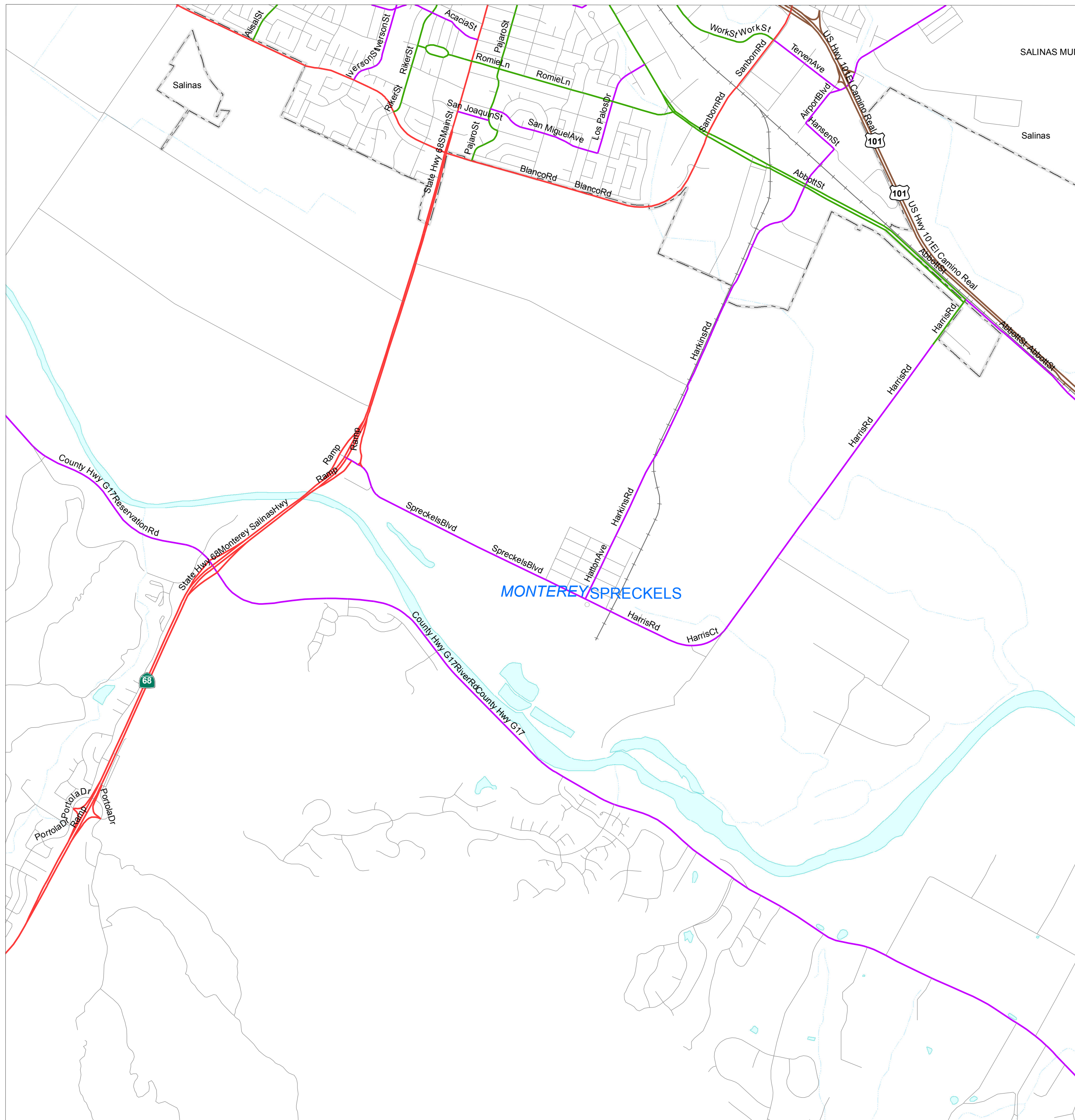
FUNCTIONAL CLASSIFICATION SYSTEM

INTERSTATE	1
OTHER FWY OR EXPWY	2
OTHER PRINCIPAL ARTERIAL	3
MINOR ARTERIAL	4
MAJOR COLLECTOR	5
MINOR COLLECTOR	6
LOCAL	7



MAP 6N54

SEE MAP 6N54

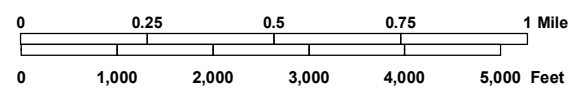


SEE MAP 6P13

SEE MAP 6P15

MONTEREY SPRECKELS

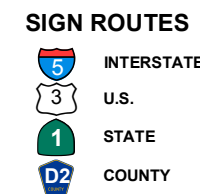
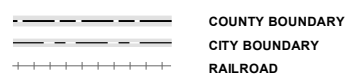
APPROVED Date 8/5/11
 FEDERAL HIGHWAY ADMINISTRATION
Wesley Rutland-Pearce
 FOR: VINCENT P. MAMMAMO
 DIVISION ADMINISTRATOR



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 In Cooperation With The
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES

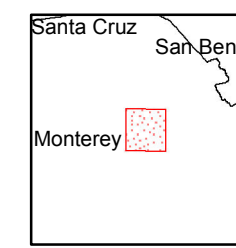


SEE MAP 6P24



FUNCTIONAL CLASSIFICATION SYSTEM

INTERSTATE	1	
OTHER FWY OR EXPWY	2	
OTHER PRINCIPAL ARTERIAL	3	
MINOR ARTERIAL	4	
MAJOR COLLECTOR	5	
MINOR COLLECTOR	6	
LOCAL	7	

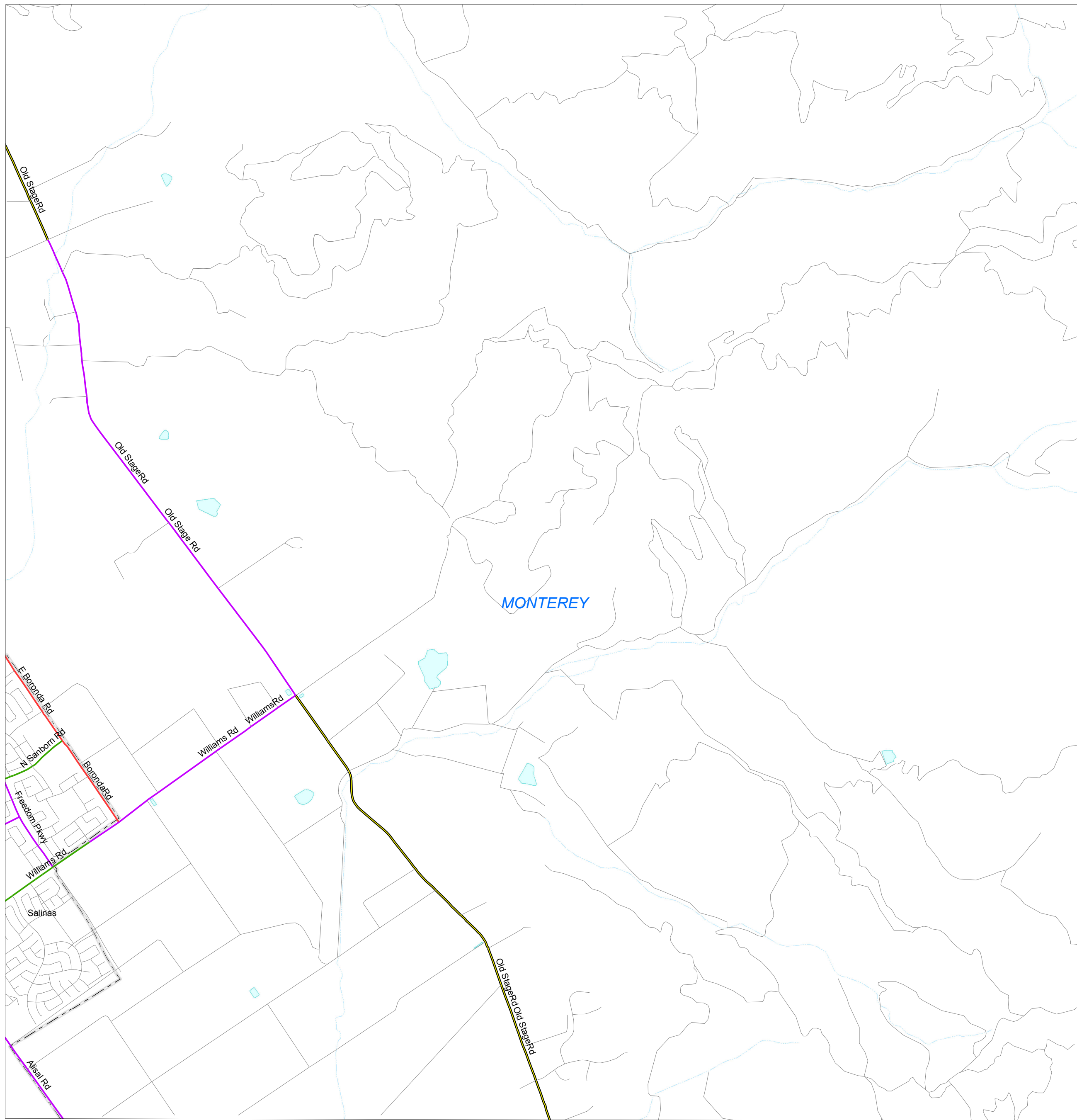


MAP 6P14

SEE MAP 6N45

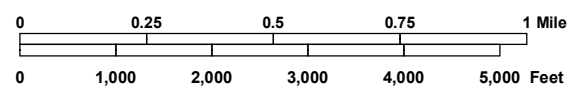
SEE MAP 6N54

SEE MAP 7N



SEE MAP 6P15

APPROVED Date 8/5/11
 FEDERAL HIGHWAY ADMINISTRATION
Wesley Rutland-Pearce
 FOR: VINCENT P. MAMMAMO
 DIVISION ADMINISTRATOR



STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION
 In Cooperation With The
 FEDERAL HIGHWAY ADMINISTRATION
 AND LOCAL AGENCIES



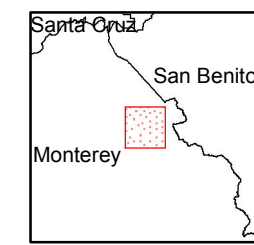
--- COUNTY BOUNDARY
 - - - CITY BOUNDARY
 + + + RAILROAD

SIGN ROUTES

 INTERSTATE
 U.S.
 STATE
 COUNTY

FUNCTIONAL CLASSIFICATION SYSTEM

INTERSTATE	1	
OTHER FWY OR EXPWY	2	
OTHER PRINCIPAL ARTERIAL	3	
MINOR ARTERIAL	4	
MAJOR COLLECTOR	5	
MINOR COLLECTOR	6	
LOCAL	7	



MAP 6N55

SPEED LAWS

Speed limits on most roadways are established through procedures in the California Vehicle Code and federal laws. Speed limit signs, indicating speed limits for which posting is required by law, shall be located at points of change from one speed limit to another.

In California, the maximum speed limit in urban areas is 65 MPH. Certain speed limits are established by State law and include the 25 MPH speed limit in business and residential districts. These speed limits do not need to be posted in order to be enforced. Special speed limits are established within 500 feet of school grounds which are typically 15 MPH to 25 MPH when children are present. School zones can be further reduced to 15 MPH.

Temporary speed limit reductions can be established in construction zones, usually no more than 10 MPH.



FOR MORE INFORMATION PLEASE CONTACT THE PUBLIC WORKS DEPARTMENT AT:

(831) 758-7241

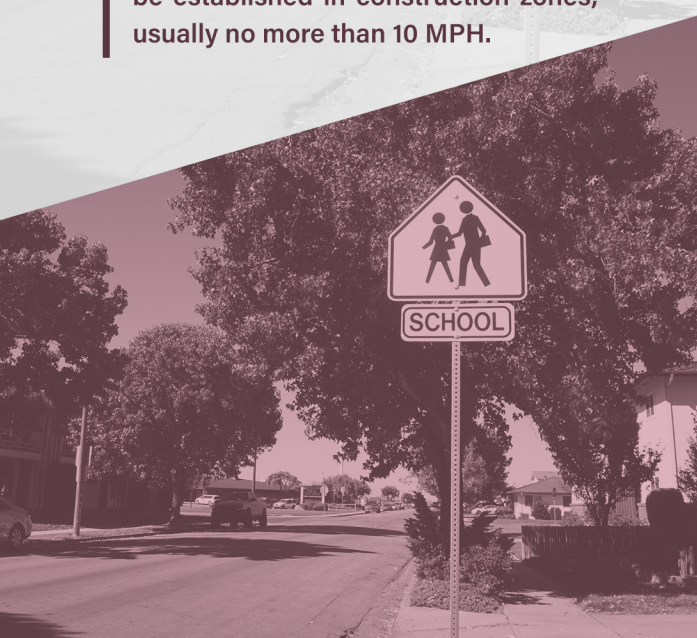
Fax:
(831) 758-7935

Office Address:

200 Lincoln Ave, 2nd Floor,
Salinas, CA, 93901

Regular Hours:

Monday: 8:00 am-5:00 pm
Tuesday: 8:00 am-5:00 pm
Wednesday: 8:00 am-5:00 pm
Thursday: 8:00 am-5:00 pm
Friday: 8:00 am-5:00 pm
Saturday: Closed



200 Lincoln Ave.
Salinas, CA 93901

September 2019

ENGINEERING / TRAFFIC SURVEYS

The City of Salinas routinely certifies Engineering and Traffic Surveys which establish speed limits in accordance with state and federal standards. Engineering and Traffic Surveys are generally conducted every 5 years for every non-local roadway to establish speed limits. The survey includes an analysis of roadway conditions, collision records and a sampling of the prevailing speed of traffic. Speed limits are generally set at the 5 mile per hour increment closest to the measure 85th percentile speed. This practice established the maximum speed limit that is safe and reasonable. If an engineering and traffic survey is not performed within the required time frame, posted speed limits are no longer valid and cannot be enforced effectively.

THE PURPOSE OF SPEED LIMITS

A speed limit sign is a federal device, and such as the City of Salinas, and every other posting authority, must comply with the federal requirements set forth in the Uniform Vehicle Code (UVC). The uniform vehicle code establishes that, "No person shall drive a vehicle at a speed greater than is reasonable and prudent." In the United States, there are 80,000 posting authorities and about 4 million miles of roads, how would a person know what is expected of them, or the penalties as they go from sign to sign? The UVC establishes the rules for which posting authorities shall conform to when establishing posted speed limits.

Speed limits are established using Engineering and Traffic Surveys which measure the prevailing speeds of roadway users. These studies determine a reasonable and maximum speed limit. The use of Engineering and Traffic Surveys to establish speed limits is not only a federal requirement, it also **lowers the risk of accidents**. Without a uniform process to establish speed limits, how would drivers know what speeds are considered reasonable or police officers be able to enforce drivers traveling at reasonable speeds?

MISCONCEPTIONS

"How come the City doesn't install limit signs with lower speed limits to slow down traffic?"

This is a misconception. Many before and after studies have found that changing the speed limit signs does not change how fast Americans drive. The best known study is Report No. FHWA-RD-92-084: The Effects of Raising and Lowering the Speed Limits. The Federal Department of Transportation conducted a study of speed limits to determine the effects on traffic flow. The study looked at data from 100 sites in 22 states where speed limits were either raised or lowered. Counter to many people's preconception, the study found changes in speed limits had such little effect on driver speeds that is statistically insufficient. Changing speed limit signs does not change driver behavior.





Legislation Text

File #: ID#26-131, **Version:** 1

Delegation of Appellate Authority

Approve a Resolution delegating authority over appeals of Hearing Officer decisions on Fair Return Petitions filed under the Rent Stabilization Ordinance.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: APRIL 7, 2026

DEPARTMENT: ADMINISTRATION
OFFICE OF THE CITY ATTORNEY

FROM: RENÉ MENDEZ, CITY MANAGER
CHRISTOPHER A. CALLIHAN, CITY ATTORNEY

TITLE: DELEGATION OF APPEAL AUTHORITY

RECOMMENDED MOTION:

A motion to approve a Resolution delegating authority over appeals of Hearing Officer decisions on Fair Return Petitions under the Rent Stabilization Ordinance (Salinas Municipal Code section 17-02.07(d)).

EXECUTIVE SUMMARY:

Under the Rent Stabilization Ordinance, any person aggrieved by a Hearing Officer’s decision on a Fair Return Petition may appeal such decision to the City Council. This proposed Resolution delegates the City Council’s authority over such appeals to a neutral third party (e.g., Administrative Law Judge or Hearing Officer). The decisions of such, from a third party on the appeals shall be the final decision of the City.

BACKGROUND:

Salinas Municipal Code section 17-02.07 allows landlords of controlled rental units to petition for rent increases above the maximum limits set in the Rent Stabilization Ordinance (the “Ordinance”) in order to obtain a fair and reasonable return on the landlord’s property (“Fair Return Petition”). Such petitions may be granted if the landlord demonstrates to a hearing officer that such adjustments are necessary to provide the landlord with a fair return on their investment. The City has contracted with a third-party neutral Hearing Officer to consider and decide on Fair Return Petitions. When the Hearing Officer issues their decisions, any person aggrieved by the decision (landlord or tenant) may appeal such decision. If no appeal is made, the decision of the Hearing Officer is the final decision of the City.

Under section 17-02.07(d) of the Ordinance, if an appeal is made such appeals are to be heard by the City Council which may either affirm, reverse, or modify the decision of the Hearing Officer. Consideration of Fair Return Petitions involves an analysis of patterns of rent increases, changes in the Consumer Price Index, changes in property condition, and evaluation of occupancy rates and changes in operating and maintenance expenses, among other factors. To facilitate the fair and

efficient hearing of such appeals the proposed Resolution delegates the City Council’s authority over such appeals to a neutral third-party with experience in considering such petitions and in making such analyses. The State of California’s Department of General Services provides such services through Administrative Law Judges. Should the City Council choose to delegate its authority over appeals of Hearing Officer Decisions on Fair Return Petitions, such appeals would be heard by these Administrative Law Judges and other third party neutrals identified by the City Manager and City Attorney.

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The City Council’s approval of the proposed Resolution supports the City Council’s goal of providing high quality customer service. (City of Salinas Strategic Plan 2025-2028)

DEPARTMENTAL COORDINATION:

The City Manager and City Attorney coordinated with the Community Development Department on this proposed Resolution.

FISCAL AND SUSTAINABILITY IMPACT:

There is no immediate fiscal impact associated with the City Council’s approval of the proposed Resolution; however, cost of any appeals to neutral third parties would be covered by the City’s General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

Resolution

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

A RESOLUTION DELEGATING AUTHORITY OVER APPEALS OF HEARING OFFICER DECISIONS ON FAIR RETURN PETITIONS (SALINAS MUNICIPAL CODE SECTION 17-02.07)

WHEREAS, in order to obtain a fair and reasonable return on their investments, landlords of controlled rental units (as defined in the Rent Stabilization Ordinance—Article IIA of Chapter 17 of the Salinas Municipal Code (the “Ordinance”) may petition for rent increases in excess of the maximum limits set by the Ordinance (“Fair Return Petition”); and

WHEREAS, such Fair Return Petitions are considered by a neutral third-party hearing officer who considers such petitions against a number of factors including, but not limited to, changes in the Consumer Price Index, the pattern of rent increases or decreases applicable to a controlled rental unit, changes in property tax and other taxes related to a controlled rental unit, occupancy rates, and the condition of the controlled rental unit. Following their consideration of the Fair Return Petition against such factors the Hearing Officer either grants or denies, in whole or in part, the Fair Return Petition; and

WHEREAS, any person aggrieved by a decision of the Hearing Officer (landlord or tenant) may appeal such decision. Salinas Municipal Code section 17-02.07(d) provides that such appeals are made to the City Council which is authorized affirm, reverse, or modify the decision of the Hearing Officer; and

WHEREAS, the City Council finds that review and consideration of a Fair Return Petition or an appeal of the Hearing Officer’s decision on a Fair Return Petition requires an understanding of the factors to be considered and experience in considering such factors in order to ensure as fair and efficient process as possible.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL AS FOLLOWS:

1. The City Council finds the above recitals to be true and correct and incorporates them here by this reference.
2. The City Council hereby delegates its authority over appeals of Hearing Officer decisions on Fair Return Petitions as set forth in Salinas Municipal Code section 17-02.07(d) to neutral third-parties identified by the City Manager, or his designee, and the City Attorney.
3. The City Council hereby authorizes the City Manager and City Attorney to take or cause to be taken such actions necessary to implement the intent of this Resolution including, but not limited to, the preparation of forms and promulgation of administrative regulations for the processing and handling of appeals of Hearing Officer decisions on Fair Return Petitions.

PASSED AND APPROVED this 7th day of April 2026, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



Legislation Text

File #: ID#26-133, Version: 1

Amendment No. 3 to Agreement for Services with California Premier Restoration for Emergency Clean-Up and Stabilization of 37 and 39 Soledad Street

A motion to approve a Resolution authorizing the City Manager to execute Amendment No. 3 to Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street to increase the total compensation amount by \$69,170 for a maximum compensation amount not to exceed \$451,320.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: APRIL 7, 2026

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: GRANT LEONARD, PLANNING MANAGER

TITLE: AMENDMENT NO. 3 TO AGREEMENT FOR SERVICES WITH CALIFORNIA PREMIER RESTORATION FOR EMERGENCY CLEAN-UP AND STABILIZATION OF 37 AND 39 SOLEDAD STREET

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to execute Amendment No. 3 with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street to increase the total compensation amount by \$69,170 for a maximum compensation amount not to exceed \$451,320.

EXECUTIVE SUMMARY:

The City currently has an Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street. This Amendment expands the scope of services provided and increases the total compensation amount by \$69,170 for a maximum compensation amount not to exceed \$451,320. There is no change to the term of June 30, 2026.

BACKGROUND:

As part of the on-going efforts to implement the Chinatown Revitalization Plan (2019), the City purchased the Republic Café and Lotus Inn (37 and 39 Soledad Street) in December 2024. The buildings are currently boarded up and were damaged due to a fire in 2022. In November of 2025, the City entered into an Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street with a not to exceed amount of \$247,150.

In January 2026, the City completed Amendment No. 1 to the Agreement for Services with California Premier Restoration to extend the term to June 30, 2026. In February 2026, the City completed Amendment No. 2 to the agreement for Services with California Premier Restoration to complete lead paint remediation. The City and California Premier Restoration have identified additional work to be completed related to hazardous materials abatement, exterior cleaning and removal of debris, and testing of roof drainage systems, as outlined in the attached Change Order

(Exhibit A). Amendment No 3. will allow the City and California Premier Restoration to complete the additional work and get the building prepared for future rehabilitation and restoration work.

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. Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

Yes.

STRATEGIC PLAN INITIATIVE:

Development of the City-owned properties in Chinatown advances the City Council’s 2025-2028 Housing and Economic Development initiatives by supporting the development of mixed-use affordable housing and the revitalization of the Chinatown neighborhood.

DEPARTMENTAL COORDINATION:

The Community Development Department is leading this effort with close coordination with Public Works and Finance Departments.

FISCAL AND SUSTAINABILITY IMPACT:

Funding for Amendment No. 3 will come from the City’s Chinatown Revitalization CIP (9070).

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1000	30.9070-63.5900	Outside Services Other Professional Services	\$1,059,908	\$69,170

ATTACHMENTS:

1. Resolution
2. Exhibit “A” California Premier Restoration Change Order
3. Amendment No. 3
4. Amendment No. 2
5. Amendment No. 1
6. Original Agreement

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

A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION

WHEREAS, as part of the on-going efforts to implement the Chinatown Revitalization Plan, the City purchased 37 and 39 Soledad Street in December 2024; and

WHEREAS, 37 and 39 Soledad Street are currently boarded up and were damaged due to a fire in 2022; and

WHEREAS, in November of 2025, the City entered into an Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street for a not to exceed amount of \$247,150; and

WHEREAS, the City completed Amendment No. 1 to the Agreement for Services with California Premier Restoration in January, 2026, to extend the term to June 30, 2026; and

WHEREAS, the City of Salinas executed Amendment No. 2 to the Agreement for Services between the City of Salinas and California Premier Restoration in February, 2026 to expand the scope of services and increase the total compensation amount by \$135,000 for a maximum not to exceed compensation amount of \$382,150.

WHEREAS, City and California Premier Restoration have identified additional work to be completed related to hazardous materials abatement, exterior cleaning and removal of debris, and testing of roof drainage systems, as outlined in the attached Change Order (Exhibit A); and

WHEREAS, the City has \$1,059,908 in the Chinatown Revitalization Plan CIP 9070 available for predevelopment work at 37 and 39, and therefore funding for Amendment No. 3 will come from the City's Chinatown Revitalization CIP (9070); and

WHEREAS, 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). Any subsequent discretionary projects resulting from this action will be assessed for CEQA applicability.

NOW, THEREFORE, BE IT RESOLVED the Salinas City Council hereby authorizes the City Manager to execute Amendment No. 3 to Agreement for Services with California Premier Restoration for emergency clean-up and stabilization of 37 and 39 Soledad Street to increase the total compensation amount by \$69,170 for a maximum compensation amount not to exceed \$451,320. Funding for Amendment No. 3 will come from the City's Chinatown Revitalization CIP (9070).

PASSED AND APPROVED this 7th day of April 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



22 Lower Ragsdale Dr
Monterey, CA 93940
831-275-2103
CA License #: 1013305
DIR #: 1000035801

Date: March 17, 2026

Grant Leonard
Planning Manager
City of Salinas
Community Development Department

Scope of Work – Hazardous Materials Abatement

Project: 39 Soledad Street
Salinas, CA

Overview

Provide all labor, materials, equipment, and supervision necessary to perform asbestos abatement at the above-referenced property. All work shall be performed in accordance with applicable federal, state, and local regulations governing hazardous materials removal.

Pre-Abatement Preparation

- Provide and install full containment systems, including critical barriers, airlocks, and decontamination chamber
- Establish negative air environment utilizing HEPA-filtered equipment
- Install engineering controls to isolate the work area
- Provide all required personal protective equipment (PPE)
- Provide temporary facilities and utilities required to perform the work

Abatement Work

- Remove and dispose of asbestos-containing vinyl flooring and associated mastic
- Perform HEPA vacuuming of all impacted surfaces
- Perform wet-wipe cleaning of all contained areas
- Apply encapsulant to treated surfaces

Work areas include:

- Main Level (Room 1, Bar Area, Hallways)

22 Lower Ragsdale Dr / Suite F/ Monterey, CA 93940/ TEL 831-275-2103/ FAX 831-275-4188/
murphy@californiarestore.com/ californiarestore.com

- Level 2 (Kitchen and Restrooms)

Post-Abatement Work

- Remove containment systems following completion of abatement
- Decontaminate equipment and work areas
- Package, transport, and dispose of hazardous materials at approved facilities
- Coordinate with third-party consultant for final air clearance testing

Exclusions

- Third-party air monitoring and clearance testing
- Removal of unidentified or concealed hazardous materials
- Reconstruction, repair, or reinstallation of removed materials
- Additional mobilizations beyond initial mobilization
- Work outside standard working hours unless otherwise approved

Regulatory Compliance

All work will be performed in accordance with applicable regulations, including Cal/OSHA, EPA, and California Department of Industrial Relations requirements. Certified payroll will be maintained and provided as required.

Duration

Estimated duration is approximately six (6) working days, subject to site conditions and coordination.

Total Abatement Cost: \$52,870.00



22 Lower Ragsdale Dr
Monterey, CA 93940
831-275-2103
CA License #: 1013305
DIR #: 1000035801

March 25, 2026

Grant Leonard
City of Salinas
Community Development Department
Planning Manager

Change Order – Exterior Debris Removal and Cleaning

Description and Scope of Work Encompassed by this Change Order:

Provide all labor, materials, equipment, water supply, and supervision necessary to perform exterior cleaning and debris removal at the rear of 37/39 Soledad Street, extending to the alleyway.

Work to include:

- Removal and lawful disposal of all loose debris, trash, and discarded materials located within the designated rear exterior area
- Clearing of walkways and accessible surfaces to prepare for cleaning
- Pressure washing of all concrete and hard-scape surfaces within the work area, including walkways and access paths
- General surface cleaning to remove dirt, organic buildup, and residual contaminants to improve overall site condition

Work area is defined as the exterior rear portion of 37/39 Soledad Street extending through to the adjacent alleyway.

All work shall be performed in accordance with applicable local regulations and standard industry practices.

**Amount to Be Added to Original Contract Price:
\$12,500.00**

Effect on Payment Schedule:

Application and certificate for payment will be processed and submitted as required.



22 Lower Ragsdale Dr
Monterey, CA 93940
831-275-2103
CA License #: 1013305
DIR #: 1000035801

March 25, 2026

Grant Leonard
City of Salinas
Community Development Department
Planning Manager

Change Order – Roof Drainage System Testing

Description and Scope of Work Encompassed by this Change Order:

Provide all labor, materials, equipment, and supervision necessary to test the roof drainage system at 37/39 Soledad Street to evaluate flow and identify potential blockages.

Work to include:

- Visual inspection of accessible roof drainage components, including drains, downspouts, and associated piping
- Introduction of water into the drainage system to evaluate flow performance
- Observation of drainage behavior to identify restrictions, slow flow, or blockages
- Identification of areas of concern within the system based on observed performance

All work shall be performed in accordance with applicable local regulations and standard industry practices.

Amount to Be Added to Original Contract Price:

\$3,800.00

Effect on Payment Schedule:

Application and certificate for payment will be processed and submitted as required.

Exclusions:

- Clearing of blockages, repairs, modifications, or replacement of any drainage system components
- Work beyond testing and visual evaluation of accessible areas

**AGREEMENT — AMENDMENT NO. [3] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 3 to the Agreement for Services for **37 And 39 Soledad Street Emergency Clean-Up And Stabilization** (the “Amendment”) is entered into this 7th day of April, 2026, by and between the City of Salinas (the “City”) and California Premier Restoration, a California Corporation, (the “Contractor”). City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Contractor first entered into an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City amended the Agreement for Services with California Premier Restoration in January, 2026, to extend the term to June 30, 2026; and

WHEREAS, the City further amended the Agreement for Services with California Premier Restoration in February, 2026, to add additional scope of services and increase the maximum compensation to \$382,150; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope of services provided by contractor and reflect the revised compensation to be paid to contractor.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. Section 1 of the Agreement is further amended to add the additional services outlined in the Contractor’s Change Order 2 (Exhibit A).
2. Section 4 of the Agreement is further amended to increase the total compensation by \$69,170, for a total maximum compensation amount not to exceed \$451,320.
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

-
- Christopher A. Callihan, City Attorney
 - Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

185BFE273BD3416...

Printed name: Michael Mosebach

Title: President

**AGREEMENT — AMENDMENT NO. [2] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 2 to the Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization (the "Amendment") is entered into this 3rd day of February 2026, by and between the City of Salinas (the "City") and California Premier Restoration, a California Corporation, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City amended the Agreement for Services with California Premier Restoration in January, 2026, to extend the term to June 30, 2026; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope of services provided by contractor and reflect the revised compensation to be paid to contractor.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Scope section, is amended to add the following:

Additional services as described in the Contractor's Change Order 1 (Exhibit A).
2. The Agreement, Payment section, is amended to increase the following:

City agrees to pay and the Contractor agrees to accept as full and fair consideration for the performance of this agreement, Three Hundred Eighty Two Thousand One Hundred and Fifty Dollars (\$382,150).
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Signed by:


 René Mendez, City Manager

APPROVED AS TO FORM:

DocuSign Envelope ID: FF828B62-9320-46F4-B59F-9D61940B3A1A

Signed by:

Christopher A. Callihan

Christopher A. Callihan, City Attorney

Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

1858FE273BD3416...

Printed name: Michael Mosebach

Title: President

**AGREEMENT —AMENDMENT NO. [1] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 1 to the Agreement for Services for **37 And 39 Soledad Street Emergency Clean-Up And Stabilization** (the "Amendment") is entered into this 30th day of January 2026, by and between the City of Salinas (the "City") and California Premier Restoration, a California Corporation, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a/an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the additional scope of services provided by contractor, to reflect the revised compensation to be paid to contractor, and to extend the term of the agreement.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Term section, is amended to extend the following:

Work under this agreement shall be completed by 06/30/2026 unless City grants a written extension of time as set forth in Section 2.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.


IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Signed by:

49099F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

1895479BC5A349F...
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

185BFE273BD3410...

Printed name: Michael Mosebach

Title: President

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

37 and 39 Soledad Street Emergency Clean-Up and Stabilization

THIS AGREEMENT is executed this 14th day of November, 2025, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and California Premier Restoration, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Emergency Clean-Up and Stabilization of 37 ad 39 Soledad Street. Scope of work is further discussed in the City’s Request for Proposal, Attachment B and Contractor’s Proposal dated 10/9/2025, Attachment C.
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence November 14h, 2025 and shall be completed by 01/31/2026 unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Two-Hundred Forty-Seven Thousand One-Hundred and Fifty Dollars (\$247,150.00), as more fully described in title of Contractor’s fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. Indemnification. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. Licensing. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. Agency. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

16. Levine Act Disclosure Compliance (Cal Government Code Sec. 84308). Contractor hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Agreement, except as Contractor has disclosed within its Levine Act Disclosure Form submitted by Contractor to the City. Contractor agrees, that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12)

months of the effective date of this Agreement, that it will file a Levine Act Disclosure Form (or Forms). Contractor acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City’s public internet site under Your Government / Transparency section for Contractor’s continuous compliance.

17. Electronic Execution of Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Signed by:
René Mendez
49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:
Rhonda Combs
47E1DC47F6EE4DD...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

DocuSigned by:
Michael Mosebach
185BFE273BD3416...

By (Printed Name): Michael Mosebach

Its (Title): President

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF 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

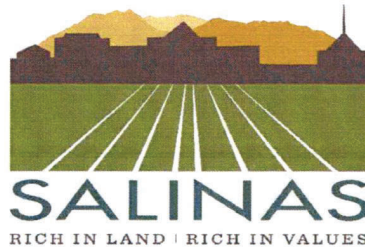
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

**CLEANING, SECURING AND STABILIZING
37-39 SOLEDAD STREET, SALINAS CA**



Important Dates

Released: September 5, 2025

Mandatory Site Visit: 9 AM September 11, 2025

Questions Due by 5 PM September 18, 2025

Proposal Due via Email: September 25, 2025

Community Development Department City of Salinas

65 Alisal Street Second Floor

Salinas, CA 93901

(831) 758-7387

Informal Bid Solicitation Released, September 5, 2025

Submit Questions to Planning Manager Grant Leonard at grantl@ci.salinas.ca.us, or Don Reynolds @ don.reynolds@kimley-horn.com

Proposals due by email to the City of Salinas as directed below September 25th, 2025

Purpose

Based on these specifications, and possible visit to the property, the City of Salinas is seeking an informal bid and proposal from 3-5 potential vendors to clean the interiors, secure and stabilize the properties at 37-39 Soledad Street located in its Chinatown, north of Downtown Salinas.

Background

On one parcel, there exist two buildings built in the 1940's: 37 Soledad "Republic Café" and 39 Soledad Street "Mi Cantina." The Republic Café is registered as a historical building on the State Parks NRHP, but the Mi Cantina is not. The asbestos and lead-based paint that was in 37 Soledad Street has been removed. No remediation work has occurred at 39 Soledad Street. There are no utilities available in the buildings. It is the City's intention to secure and preserve both buildings until such a time as they can be fully restored.

The buildings caught fire in 2022. The City acquired the property in December 2024. The previous owner made little effort to secure the building except after a fire, by installing a chain link fence in front which has lost its integrity overtime. An inspection occurred Wednesday August 13th, 2025, confirming that the fire was limited to the front of the building, starting at 39 Soledad Street and spreading to 37 Soledad Street, and damaging a portion of the roof. A structural engineer participated in the inspection and confirmed the integrity of the poured-in-place concrete structure and its foundations. Historical preservation experts also toured the buildings. These two reports are forthcoming.

The inspection confirmed that recently someone had been living in 37 Soledad, (not certain if they have returned or not), accessing the second story from the back ally to gain entrance through an unsecured window. Pigeons and rodents were seen in the building as well. Please refer to the attached photos taken August 13th, 2025.

Scope

Complete the tasks as follows:

- A. Test 39 Soledad Street for hazardous building materials (paint and asbestos)
- B. Remove all debris from the interior of both buildings, and any friable hazardous materials, other loose building materials (collapsed and burned building

material), trash, mattresses, etc., Clean all surfaces to remove dust, smoke, peeling paint, animal feces, etc. Clean furniture.

- C. Secure the building from entry by people and animals (cats, dogs, pigeons, rodents, etc.). All windows and doors need to be closed and secured. Roofing material loosened by the fire is required to be secured to prevent it from falling onto the public right-of-way. Unbroken red clay tiles that are removed must be salvaged and stored. Each building will have access by lock (and chain) from Soledad Street (separate access to the second floors if necessary).
- D. Stabilize the buildings with temporary shoring of fire damaged floor and roof framing, at the front of both buildings, as required to provide safe access at all floors and roof levels.
- E. Protect buildings from further damage caused by weather by tarping the roof where it is exposed to fire, sealing all openings to include windows, doors and open light wells.

Every effort will be made to secure the building before the winter weather season.

This scope is currently not intended for the buildings to undergo complete restoration.

Before the proposals are due, the City will host a mandatory one-hour inspection of the buildings at 37-39 Soledad Street, Salinas CA 93901 on September 11, 2025, at 9 AM. Participants must be prepared for adverse conditions. Questions are welcome until 5 PM, September 18, 2025, to either Don Reynolds at don.reynolds@kimley-horn.com or Grant Leonard at grantl@ci.salinass.ca.us.

After inspection, a plan and cost to further stabilize the building will be agreed upon by the City and contractor.

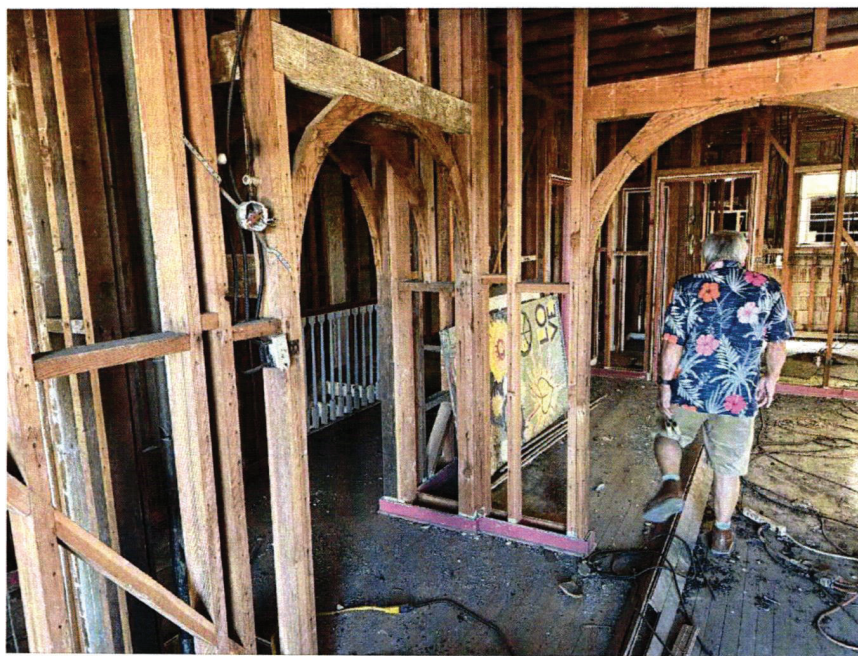
Submittal

Please submit two proposals: a proposal to clean up and secure the buildings, and a draft price to stabilize the buildings. After a detailed final scope for stabilization is agreed upon, the draft second proposal and cost estimate will be updated if needed.

Submit proposals by email only, Friday, September 25, 2025 5 PM to Salinas Planning Manager Grant Leonard by Email @ grantl@ci.salinass.ca.us

Attached- 5-photos

Soledad Street Frontage of 37-39 Soledad Street



37 Soledad Street Interior



39 Soledad Street Interior



39 Soledad Interior



37 Soledad Interior



Attachment C

California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

Revised October 9, 2025

Dear Project Review Team,

California Premier Restoration (CPR) is pleased to provide this revised version of the proposal originally submitted on September 25, 2025, for the emergency stabilization, temporary waterproofing, security, and environmental cleanup work at 37 & 39 Soledad.

The following categories outline the updated scope of work and corresponding lump-sum pricing for each area of work to be completed.

Category 1 – Temporary Waterproofing (Units 37 & 39)

Scope of Work:

- Remove any loose or disconnected roof framing as needed to provide safe indoor conditions and properly dispose of debris.
- Supply and install roof over-framing consisting of two (2) 6x12 ledgers and one (1) mid-span 6x12 beam across Unit 39, with 2x12 framing between ledgers and the mid-span beam @ 16" O.C. (Beam lift, Gradall, and/or crane may be required to deliver materials to the roof.)
- Supply and install all necessary Simpson brackets and framing hangers for roof over-framing.
- Supply and install ½" plywood sheathing on top of roof over-framing to create appropriate slope for water runoff.
- Supply and install fiberglass mineral-surfaced cap rolled roofing to cover over-framing. Rolled roofing to tie into existing TPO and parapet walls as needed to achieve watertight seals.
- Provide all labor (during normal business hours), materials, equipment, and generators required to perform the above work.
- Existing Spanish-style barrel roof tiles will be carefully removed to prevent damage. Broken or non-reusable tiles will be properly disposed of.

Lump Sum Total (Category 1 – Temporary Waterproofing): \$75,850.00

Category 2 – Structure Security and Pest Control (Units 37 & 39)

Scope of Work:

- Secure the structure by boarding up all door and window openings using plywood panels fastened to structural framing.
- Ensure board-up prevents unauthorized entry, animal intrusion, and weather exposure.



California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

- Perform a general pest control treatment inside the structure to address the presence of fleas and other insects, following manufacturer guidelines for safe application.
- Maintain a clean and safe work area throughout the process.

Lump Sum Total (Category 2 – Structure Security and Pest Control): \$36,500.00

Category 3 – Site Cleaning and Sanitization (37 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.
- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 3 – Site Cleaning and Sanitization): \$67,400.00

Category 4 – Complete Environmental Abatement (39 Soledad)

Scope of Work:

- This portion of work is identified as a future bid item.
- It is assumed that asbestos-containing materials (ACM) are present within drywall and associated finishes.
- All abatement activities in these areas will be performed by a licensed abatement contractor, to be selected following required testing and bidding.
- As part of the abatement process, plumbing fixtures such as sinks, toilets, and tubs will be removed and disposed of to allow safe and complete removal of asbestos-containing materials.
- Upon completion of abatement, CPR will continue with Category 5 – Site Cleaning and Sanitization (39 Soledad).

Lump Sum Total (Category 4 – Complete Environmental Abatement): To Be Determined
(Pending Testing and Subcontractor Bids)

Category 5 – Site Cleaning and Sanitization (39 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.



California Premier Restoration
22 Lower Ragsdale Dr
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DIR #: 1000035801

- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 5 – Site Cleaning and Sanitization): \$67,400.00

Summary of Costs

- Category 1 – Property Stabilization / Temporary Waterproofing: Lump Sum \$75,850.00
- Category 2 – Structure Security & Pest Control: Lump Sum \$36,500.00
- Category 3 – Site Cleaning & Sanitization (37 Soledad): Lump Sum \$67,400.00
- Category 4 – Complete Environmental Abatement (39 Soledad): To Be Determined
- Category 5 – Site Cleaning & Sanitization (39 Soledad): Lump Sum \$67,400.00

Combined Total (Categories 1–5): \$247,150.00 + TBD

Exclusions

- Any work not clearly detailed above.
- Labor performed during holidays, weekends, or after normal business hours.
- Performance or payment bonds.
- Structural repairs beyond scope above.
- Additional structural reinforcement if required by engineer.

Respectfully submitted,

Michael Murphy

California Premier Restoration

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Newfront Insurance Services, LLC		NAMED INSURED CALIFORNIA PREMIER RESTORATION	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cancellation form #ECC-1315-0118 applies with respect to the General Liability policy. Per project general aggregate applies.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

- 1. (X) Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- () Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: INCLUDED



Authorized Agent

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS BLANKET

This endorsement, effective 03/17/2025, attaches to and forms a part of Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

(1) CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

(2) CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

(3) EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

(4) INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

(5) NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

(6) PREMIUMS

The *First Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums;
2. Will be the payee for any return premiums the Company pays; and
3. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

(7) ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

(8) TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

(9) BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2024, attaches to and forms a part of
Policy Number FEI-ECC-23338-07.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

A. CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

C. EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company

California Premier Restoration

does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

F. PREMIUMS

The *First Named Insured* shown in the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums the Company pays; and
- c. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

G. ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

I. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

**Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

**CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

- 1. Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
- 4. Minimum Premium: INCLUDED



Authorized Agent

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

37 and 39 Soledad Street Emergency Clean-Up and Stabilization

THIS AGREEMENT is executed this 14th day of November, 2025, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and California Premier Restoration, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Emergency Clean-Up and Stabilization of 37 ad 39 Soledad Street. Scope of work is further discussed in the City’s Request for Proposal, Attachment B and Contractor’s Proposal dated 10/9/2025, Attachment C.
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence November 14h, 2025 and shall be completed by 01/31/2026 unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Two-Hundred Forty-Seven Thousand One-Hundred and Fifty Dollars (\$247,150.00), as more fully described in title of Contractor’s fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. Indemnification. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. Licensing. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. Agency. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

16. Levine Act Disclosure Compliance (Cal Government Code Sec. 84308). Contractor hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Agreement, except as Contractor has disclosed within its Levine Act Disclosure Form submitted by Contractor to the City. Contractor agrees, that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12)

months of the effective date of this Agreement, that it will file a Levine Act Disclosure Form (or Forms). Contractor acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City’s public internet site under Your Government / Transparency section for Contractor’s continuous compliance.

17. Electronic Execution of Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Signed by:
René Mendez
49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:
Rhonda Combs
47E1DC47F6EE4DD...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

DocuSigned by:
Michael Mosebach
1859FE273BD3416...

By (Printed Name): Michael Mosebach

Its (Title): President

Attachment A**Insurance Requirements**

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF 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

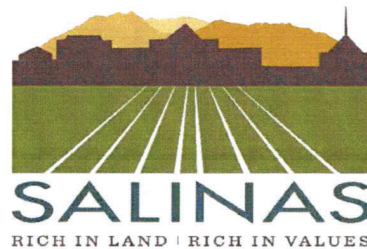
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

**CLEANING, SECURING AND STABILIZING
37-39 SOLEDAD STREET, SALINAS CA**



Important Dates

Released: September 5, 2025

Mandatory Site Visit: 9 AM September 11, 2025

Questions Due by 5 PM September 18, 2025

Proposal Due via Email: September 25, 2025

Community Development Department City of Salinas

65 Alisal Street Second Floor

Salinas, CA 93901

(831) 758-7387

Informal Bid Solicitation Released, September 5, 2025

Submit Questions to Planning Manager Grant Leonard at grantl@ci.salinas.ca.us, or Don Reynolds @ don.reynolds@kimley-horn.com

Proposals due by email to the City of Salinas as directed below September 25th, 2025

Purpose

Based on these specifications, and possible visit to the property, the City of Salinas is seeking an informal bid and proposal from 3-5 potential vendors to clean the interiors, secure and stabilize the properties at 37-39 Soledad Street located in its Chinatown, north of Downtown Salinas.

Background

On one parcel, there exist two buildings built in the 1940's: 37 Soledad "Republic Café" and 39 Soledad Street "Mi Cantina." The Republic Café is registered as a historical building on the State Parks NRHP, but the Mi Cantina is not. The asbestos and lead-based paint that was in 37 Soledad Street has been removed. No remediation work has occurred at 39 Soledad Street. There are no utilities available in the buildings. It is the City's intention to secure and preserve both buildings until such a time as they can be fully restored.

The buildings caught fire in 2022. The City acquired the property in December 2024. The previous owner made little effort to secure the building except after a fire, by installing a chain link fence in front which has lost its integrity overtime. An inspection occurred Wednesday August 13th, 2025, confirming that the fire was limited to the front of the building, starting at 39 Soledad Street and spreading to 37 Soledad Street, and damaging a portion of the roof. A structural engineer participated in the inspection and confirmed the integrity of the poured-in-place concrete structure and its foundations. Historical preservation experts also toured the buildings. These two reports are forthcoming.

The inspection confirmed that recently someone had been living in 37 Soledad, (not certain if they have returned or not), accessing the second story from the back ally to gain entrance through an unsecured window. Pigeons and rodents were seen in the building as well. Please refer to the attached photos taken August 13th, 2025.

Scope

Complete the tasks as follows:

- A. Test 39 Soledad Street for hazardous building materials (paint and asbestos)
- B. Remove all debris from the interior of both buildings, and any friable hazardous materials, other loose building materials (collapsed and burned building

- material), trash, mattresses, etc., Clean all surfaces to remove dust, smoke, peeling paint, animal feces, etc. Clean furniture.
- C. Secure the building from entry by people and animals (cats, dogs, pigeons, rodents, etc.). All windows and doors need to be closed and secured. Roofing material loosened by the fire is required to be secured to prevent it from falling onto the public right-of-way. Unbroken red clay tiles that are removed must be salvaged and stored. Each building will have access by lock (and chain) from Soledad Street (separate access to the second floors if necessary).
 - D. Stabilize the buildings with temporary shoring of fire damaged floor and roof framing, at the front of both buildings, as required to provide safe access at all floors and roof levels.
 - E. Protect buildings from further damage caused by weather by tarping the roof where it is exposed to fire, sealing all openings to include windows, doors and open light wells.

Every effort will be made to secure the building before the winter weather season.

This scope is currently not intended for the buildings to undergo complete restoration.

Before the proposals are due, the City will host a mandatory one-hour inspection of the buildings at 37-39 Soledad Street, Salinas CA 93901 on September 11, 2025, at 9 AM. Participants must be prepared for adverse conditions. Questions are welcome until 5 PM, September 18, 2025, to either Don Reynolds at don.reynolds@kimley-horn.com or Grant Leonard at grantl@ci.salinass.ca.us.

After inspection, a plan and cost to further stabilize the building will be agreed upon by the City and contractor.

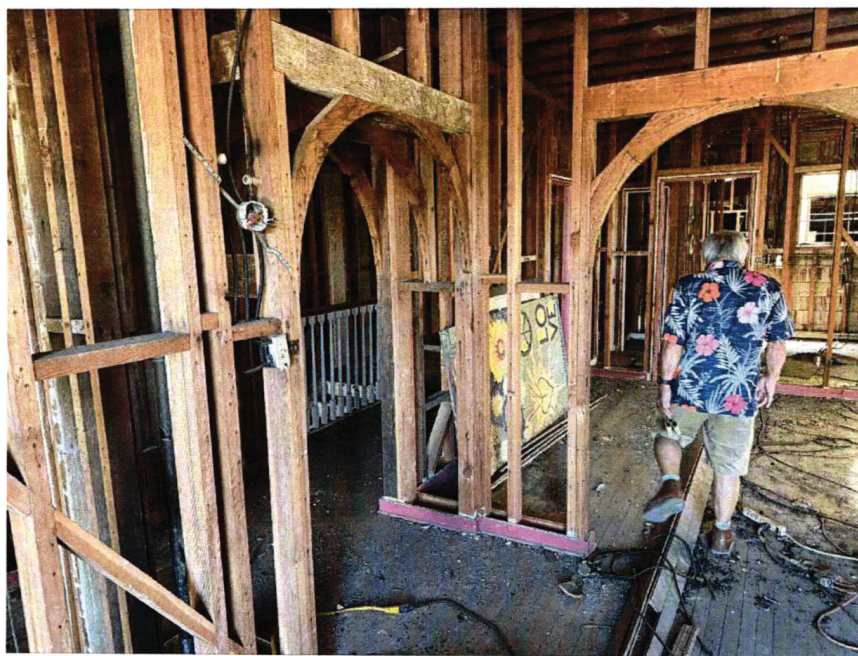
Submittal

Please submit two proposals: a proposal to clean up and secure the buildings, and a draft price to stabilize the buildings. After a detailed final scope for stabilization is agreed upon, the draft second proposal and cost estimate will be updated if needed.

Submit proposals by email only, Friday, September 25, 2025 5 PM to Salinas Planning Manager Grant Leonard by Email @ grantl@ci.salinass.ca.us

Attached- 5-photos

Soledad Street Frontage of 37-39 Soledad Street



37 Soledad Street Interior



39 Soledad Street Interior



39 Soledad Interior



37 Soledad Interior



Attachment C

California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

Revised October 9, 2025

Dear Project Review Team,

California Premier Restoration (CPR) is pleased to provide this revised version of the proposal originally submitted on September 25, 2025, for the emergency stabilization, temporary waterproofing, security, and environmental cleanup work at 37 & 39 Soledad.

The following categories outline the updated scope of work and corresponding lump-sum pricing for each area of work to be completed.

Category 1 – Temporary Waterproofing (Units 37 & 39)

Scope of Work:

- Remove any loose or disconnected roof framing as needed to provide safe indoor conditions and properly dispose of debris.
- Supply and install roof over-framing consisting of two (2) 6x12 ledgers and one (1) mid-span 6x12 beam across Unit 39, with 2x12 framing between ledgers and the mid-span beam @ 16" O.C. (Beam lift, Gradall, and/or crane may be required to deliver materials to the roof.)
- Supply and install all necessary Simpson brackets and framing hangers for roof over-framing.
- Supply and install ½" plywood sheathing on top of roof over-framing to create appropriate slope for water runoff.
- Supply and install fiberglass mineral-surfaced cap rolled roofing to cover over-framing. Rolled roofing to tie into existing TPO and parapet walls as needed to achieve watertight seals.
- Provide all labor (during normal business hours), materials, equipment, and generators required to perform the above work.
- Existing Spanish-style barrel roof tiles will be carefully removed to prevent damage. Broken or non-reusable tiles will be properly disposed of.

Lump Sum Total (Category 1 – Temporary Waterproofing): \$75,850.00

Category 2 – Structure Security and Pest Control (Units 37 & 39)

Scope of Work:

- Secure the structure by boarding up all door and window openings using plywood panels fastened to structural framing.
- Ensure board-up prevents unauthorized entry, animal intrusion, and weather exposure.



California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

- Perform a general pest control treatment inside the structure to address the presence of fleas and other insects, following manufacturer guidelines for safe application.
- Maintain a clean and safe work area throughout the process.

Lump Sum Total (Category 2 – Structure Security and Pest Control): \$36,500.00

Category 3 – Site Cleaning and Sanitization (37 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.
- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 3 – Site Cleaning and Sanitization): \$67,400.00

Category 4 – Complete Environmental Abatement (39 Soledad)

Scope of Work:

- This portion of work is identified as a future bid item.
- It is assumed that asbestos-containing materials (ACM) are present within drywall and associated finishes.
- All abatement activities in these areas will be performed by a licensed abatement contractor, to be selected following required testing and bidding.
- As part of the abatement process, plumbing fixtures such as sinks, toilets, and tubs will be removed and disposed of to allow safe and complete removal of asbestos-containing materials.
- Upon completion of abatement, CPR will continue with Category 5 – Site Cleaning and Sanitization (39 Soledad).

Lump Sum Total (Category 4 – Complete Environmental Abatement): To Be Determined
(Pending Testing and Subcontractor Bids)

Category 5 – Site Cleaning and Sanitization (39 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.



California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 5 – Site Cleaning and Sanitization): \$67,400.00

Summary of Costs

- Category 1 – Property Stabilization / Temporary Waterproofing: Lump Sum \$75,850.00
- Category 2 – Structure Security & Pest Control: Lump Sum \$36,500.00
- Category 3 – Site Cleaning & Sanitization (37 Soledad): Lump Sum \$67,400.00
- Category 4 – Complete Environmental Abatement (39 Soledad): To Be Determined
- Category 5 – Site Cleaning & Sanitization (39 Soledad): Lump Sum \$67,400.00

Combined Total (Categories 1–5): \$247,150.00 + TBD

Exclusions

- Any work not clearly detailed above.
- Labor performed during holidays, weekends, or after normal business hours.
- Performance or payment bonds.
- Structural repairs beyond scope above.
- Additional structural reinforcement if required by engineer.

Respectfully submitted,

Michael Murphy

California Premier Restoration

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Newfront Insurance Services, LLC		NAMED INSURED CALIFORNIA PREMIER RESTORATION	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cancellation form #ECC-1315-0118 applies with respect to the General Liability policy. Per project general aggregate applies.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

- 1. Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations:
- 3. Premium:
 The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium: INCLUDED



Authorized Agent

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS BLANKET

This endorsement, effective 03/17/2025, attaches to and forms a part of Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

(1) CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

(2) CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

(3) EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

(4) INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

California Premier Restoration

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

(5) NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

(6) PREMIUMS

The *First Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums;
2. Will be the payee for any return premiums the Company pays; and
3. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

(7) ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

(8) TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

(9) BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2024, attaches to and forms a part of Policy Number FEI-ECC-23338-07.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

A. CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

C. EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company

California Premier Restoration

does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

F. PREMIUMS

The *First Named Insured* shown in the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums the Company pays; and
- c. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

G. ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

I. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

**Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

**CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Pat D. Daniel

Authorized Agent



Legislation Text

File #: ID#26-149, **Version:** 1

Modification to Classification - Salary Schedule and Reclassification

Approve a Resolution modifying the Classification - Salary Schedule and recommended reclassifications to add the classification of Deputy Director of Information Technology and reclassify the incumbent Information Systems Manager; adjust the salary range for the Assistant Finance Director; add the classifications of Deputy City Attorney I and II; adjust the salary ranges for the Attorney series of classifications; add the classification of Deputy Director of Library and Community Services; reclassify (Title Change) one Public Works Division Manager to Construction Inspection Manager; reclassify (Title Change) Public Works Division Manager to Engineering Division Manager; add the classification of Construction Inspection Manager; and add the classification of Public Safety Information Officer.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: APRIL 7, 2026

DEPARTMENT: HUMAN RESOURCES

FROM: MARINA HORTA-GALLEGOS, HUMAN RESOURCES DIRECTOR

BY: PATRICIA PEÑALOZA, HUMAN RESOURCES MANAGER
MARIA AVILA, SENIOR HUMAN RESOURCES ANALYST

TITLE: MODIFICATION TO THE CLASSIFICATION – SALARY SCHEDULE
AND RECLASSIFICATION

RECOMMENDED MOTION:

It is recommended that the City Council approve a Resolution modifying the Classification – Salary Schedule and recommended reclassifications as follows:

1. Add the classification of Deputy Director of Information Technology and reclassify the incumbent Information Systems Manager
2. Adjust the salary range for the Assistant Finance Director
3. Add the classifications of Deputy City Attorney I and II
4. Adjust the salary ranges for the Attorney series of classifications
5. Add the classification of Deputy Director of Library and Community Services
6. Reclassify (Title Change) one Public Works Division Manager to Construction Inspection Manager
7. Reclassify (Title Change) Public Works Division Manager to Engineering Division Manager
8. Add the classification of Construction Inspection Manager
9. Add the classification of Public Safety Information Officer

EXECUTIVE SUMMARY:

Staff recommend that the City Council approve the attached Resolution modifying the Classification – Salary Schedule to reflect the addition of Deputy City Attorney I and II, Deputy Director of Information Technology, Deputy Director of Library & Community Services, Construction Inspection Manager, Public Safety Information Officer and retitle the Public Works Division Manager classification to Engineering Division Manager; and reflect salary adjustments for the Assistant Finance Director and City Attorney series of classifications.

BACKGROUND:

Finance

Staff recommend adding the classification of Deputy Director of Information Technology and reclassifying the incumbent Information Systems Manager to this classification. Additionally, staff recommend adjusting the salary range of the Assistant Finance Director to address compaction with the Deputy Director of Information Technology and bring this position closer to market and similarly classified positions internally. While the Deputy Director oversees all activities of the Information Systems Division, the Assistant Finance Director maintains responsibility for the entire Department in the absence of the Director or as assigned. These recommended actions are an initial step as the Information Systems Division of the Finance Department and Finance Department reorganize. The Information Systems Division and Finance Department have experienced significant vacancies and are leveraging staff to meet the increasing demands of the Department. This action recognizes the essential functions of the incumbent supporting the Director, elevating the position within the City consistent with the level of responsibility and helping align for succession planning and employee retention.

Legal

Staff recommend adding the classification of Deputy City Attorney I and II to the Classification - Salary Schedule in addition to adjusting the salary ranges for the City Attorney classifications in the City Attorney series. The Legal Department has had one vacancy at the Assistant City Attorney level since 2022. The City has conducted five different recruitments including at the lower classification of Senior Deputy City Attorney with minimal applications received and many of the applicants unqualified. In December a job offer for Senior Deputy City Attorney was extended; however, the offer was declined due to compensation. Another minimally qualified applicant declined to interview. The City has advertised these recruitments on the Governmentjobs.com (NEOGOV) applicant tracking system; with the Monterey County Bar Association, Monterey College of Law and other sites; however, the recruitments are not attracting applicants. A recent survey of the attorney classifications found that all classifications in the Attorney series are significantly behind market between approximately twenty to twenty-nine percent in total compensation. The City Attorney has relied on contract legal services for additional support; however, the department seeks to fill this vacancy to support the increasing demands of the City Attorney's office, an adjustment to the salary ranges must be made.

Library and Community Services

Staff recommend adding the classification of Deputy Director of Library and Community Services to the Classification – Salary Schedule. The Library and Community Services Department (LCSD) organizational chart includes a Recreation-Parks Superintendent overseeing neighborhood services, parks and recreation and a Deputy Librarian overseeing library services. These two positions help oversee divisions of over 30 regular staff each. These positions are both currently vacant and difficult to fill mostly due to lower compensation than comparator agencies. However, both classifications are on the same salary range internally.

The Deputy Director of Library and Community Services is a new classification that was drafted to serve as the second in charge of the LCSD and oversee parks and recreation or library services as assigned.

Staff propose using the same classification to recruit and fill the Superintendent and Deputy Librarian vacancies. Staff surveyed comparator agencies and found the second-in-charge positions to be approximately twenty-five percent below market. Staff believe that this classification recognizes the essential functions needed to support the LCSD Director, elevates the position for succession planning and brings the salary range closer to other second-in-charge positions in the City and significantly closer to the County of Monterey, which is one of the biggest competitors for the City's library positions.

Public Works

Staff recommend retitling the vacant Public Works Division Manager in the Inspection Division to Construction Inspection Manager. This title more accurately reflects the current scope of work, operational focus, and responsibilities of the position. The proposed action aligns with the division's primary function of overseeing construction inspection services and ensures organizational alignment with similar division-level management roles.

Staff also recommend a title change to the remaining Public Works Division Manager classifications that better reflects the essential functions of the position. The title of Public Works Division Manager suggests broader operational responsibilities, but this position is primarily responsible for managing and overseeing the daily activities and operations of an engineering division. Staff recommend re-titling this position to Engineering Division Manager. This title provides clarity and highlights the engineering oversight aspect of the role.

Police

In August 2025, the City Council approved the addition of one Communications Specialist position for the Police Department; however, at the time, the job description had not been developed, nor had the salary range or bargain unit determined. Since then, Human Resources staff have worked with the Police Department and have developed the job description, established the salary range and bargaining group.

Staff recommend adding the Public Safety Information Officer classification to the Classification – Salary Schedule. The change in title more accurately reflects the higher-level duties and responsibilities this position will be performing than previously anticipated. This change aligns with the Department's goal of building community trust and advancing departmental objectives.

CEQA CONSIDERATION:

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

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The proposed action supports the City Council 2025 Strategic Goal of City Services, ensuring fiscal responsibility and finance management along with high quality customer service.

DEPARTMENTAL COORDINATION:

The Human Resources Department collaborated with the Finance, Legal, Library & Community Services, Public Works and Police departments in this effort.

FISCAL AND SUSTAINABILITY IMPACT:

Finance: The recommended action will result in an increase in salaries of approximately \$10,676 in FY 2025-26 and will be absorbed through salary savings.

Legal: The proposed action will result in an estimated increase in salaries of approximately \$17,916 in FY 2025-26 and will be absorbed through salary savings.

Library and Community Services: The new higher-level classification will reflect an annual increase of approximately \$66,600 for the two positions. The impact to FY 2025-26 budget is approximately \$5,550 per month depending on when the positions are filled. The increase will be absorbed through salary savings this fiscal year.

Public Works: The proposed reclassification will result in an estimated salary savings of \$1,283 in FY 2025-26 and ongoing annual salary savings of \$5,130.

Police: The cost of the Public Safety Information Officer will increase from approximately \$150,125 to \$156,724, or approximately \$6,600 annually. The increase will be absorbed through salary savings this fiscal year.

There is currently sufficient budget available and appropriated in FY 2025-26. No additional funds are being requested for this item.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
N/A	N/A	N/A	N/A	N/A

ATTACHMENTS:

Exhibit – A Salary Schedule
Resolution

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

A RESOLUTION AMENDING THE CLASSIFICATION - SALARY SCHEDULE AND RECLASSIFICATIONS

NOW, THEREFORE, BE IT RESOLVED that the Classification-Salary Schedule previously adopted by the City Council by Resolution is hereby amended to include the classification of Deputy City Attorney I and II, Deputy Director of Information Technology, Deputy Director of Library and Community Services, Engineering Division Manager, Construction Inspection Manager, and Public Safety Information Officer; the salary range adjustments for the Attorney series and Assistant Finance Director are approved; and the reclassification and re-titling recommendations are approved.

Attached as Exhibit A is the amended Classification - Salary Schedule.

PASSED AND APPROVED this 7th day of April, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

EXHIBIT A
CLASSIFICATION – SALARY SCHEDULE

Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
15		Construction Inspection Manager	59.5555	10,323	62.5333	10,839	65.6600	11,381	68.9430	11,950	72.3901	12,548	76.0096	13,175
15		Deputy Director of Library & Community Services	66.7353	11,567	70.0721	12,146	73.5757	12,753	77.2545	13,391	81.1172	14,060	85.1731	14,763
15		Public Safety Information Officer	42.3290	7,337	44.4454	7,704	46.6677	8,089	49.0011	8,494	51.4512	8,918	54.0238	9,364
15		Engineering Division Manager	61.3713	10,638	64.4399	11,170	67.6619	11,728	71.0450	12,314	74.5972	12,930	78.3271	13,577
CONFIDENTIAL MANAGEMENT														
Benefit Group	Grade	Position	Step 1 Hourly	Step 1 Monthly	Step 2 Hourly	Step 2 Monthly	Step 3 Hourly	Step 3 Monthly	Step 4 Hourly	Step 4 Monthly	Step 5 Hourly	Step 5 Monthly	Step 6 Hourly	Step 6 Monthly
16	16.1101	Assistant City Attorney	81.0444	14,048	85.0966	14,750	89.3514	15,488	93.8190	16,262	98.5099	17,075	103.4354	17,929
17	17.2001	Asst Finance Director	70.6437	12,245	74.1759	12,857	77.8847	13,500	81.7789	14,175	85.8678	14,884	90.1612	15,628
16	16.1100	Chief Assistant City Attorney	89.1275	15,449	93.5839	16,221	98.2631	17,032	103.1763	17,884	108.3351	18,778	113.7519	19,717
16		Deputy City Attorney I	60.6087	10,506	63.6391	11,031	66.8211	11,582	70.1622	12,161	73.6703	12,770	77.3538	13,408
16		Deputy City Attorney II	66.8289	11,584	70.1703	12,163	73.6788	12,771	77.3627	13,410	81.2308	14,080	85.2923	14,784
16		Deputy Director of Information Technology	66.7353	11,567	70.0721	12,146	73.5757	12,753	77.2545	13,391	81.1172	14,060	85.1731	14,763
16	16.1116	Sr Deputy City Attorney	73.6767	12,771	77.3605	13,409	81.2285	14,080	85.2899	14,784	89.5544	15,523	94.0321	16,299

**AGREEMENT —AMENDMENT NO. [1] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 1 to the Agreement for Services for **37 And 39 Soledad Street Emergency Clean-Up And Stabilization** (the "Amendment") is entered into this 30th day of January 2026, by and between the City of Salinas (the "City") and California Premier Restoration, a California Corporation, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into a/an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Contractor desire to amend the Agreement to reflect the additional scope of services provided by contractor, to reflect the revised compensation to be paid to contractor, and to extend the term of the agreement.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Term section, is amended to extend the following:

Work under this agreement shall be completed by 06/30/2026 unless City grants a written extension of time as set forth in Section 2.

2. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.


IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Signed by:

49099F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

1895479BC5A349F...
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

185BFE273BD3410...

Printed name: Michael Mosebach

Title: President

**AGREEMENT FOR SERVICES BETWEEN
THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

37 and 39 Soledad Street Emergency Clean-Up and Stabilization

THIS AGREEMENT is executed this 14th day of November, 2025, (“Agreement” or “Contract”) between the City of Salinas, a California Charter city and municipal corporation (hereinafter “City”) and California Premier Restoration, a California corporation (hereinafter “Contractor”).

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. Scope. Contractor hereby agrees to provide to the City, as the scope of services under this Agreement, the following services: Emergency Clean-Up and Stabilization of 37 ad 39 Soledad Street. Scope of work is further discussed in the City’s Request for Proposal, Attachment B and Contractor’s Proposal dated 10/9/2025, Attachment C.
2. Timeliness. Contractor shall perform all tasks in a timely fashion, as set forth more specifically in Section 3 below. Failure to so perform is hereby deemed a material breach of this Agreement, and City may terminate this Agreement with no further liability hereunder, or the city may agree in writing with Contractor to an extension of time.
3. Term. The work under this Agreement shall commence November 14h, 2025 and shall be completed by 01/31/2026 unless City grants a written extension of time as set forth in Section 2 above.
4. Payment. City agrees to pay and Contractor agrees to accept as full and fair consideration for the performance of this Agreement, Two-Hundred Forty-Seven Thousand One-Hundred and Fifty Dollars (\$247,150.00), as more fully described in title of Contractor’s fee schedule, Attachment C. Contractor has no right of reimbursement for expenses under this Agreement. Compensation shall become due and payable 30 days after City’s approval of Contractor’s submission of monthly written invoices to the City. The payment of any compensation shall be contingent upon performance of the terms and conditions of this Agreement to the satisfaction of the City. If City determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Agreement, City shall not be responsible for payment until such time as the work has been satisfactorily performed.
5. Meet & Confer. Contractor agrees to meet and confer with City or its agents or employees with regard to services as set forth herein as may be required by City to insure timely and adequate performance of this Agreement.
6. Insurance. Contractor shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in Attachment A hereto.
7. Indemnification. Contractor shall hold harmless, defend at its own expense, and indemnify City and its officers, officials, employees, agents, and volunteers from and against all

liability, claims, damages, losses, and/or expenses including reasonable City attorney fees arising from all acts or omissions of Contractor or its officers, agents, or employees arising out of the performance of the work under this Contract, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the City.

8. Licensing. Contractor warrants that it is properly licensed to perform the work specified under this Agreement, including but not limited to possession of a current City business license.

9. Termination. City may terminate this Agreement upon ten days' written notice. The amount of damages, if any, as a result of such termination may be decided by negotiations between the parties or before a court of competent jurisdiction.

10. Agency. In performing the services specified under this Agreement, Contractor is hereby deemed to be an independent contractor and not an agent or employee of City.

11. Non-Assignability. The rights and obligations of Contractor hereunder are not assignable and cannot be delegated without written consent of City.

12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter thereof. Any modification of the Agreement will be effective only if it is in writing signed by both parties hereto.

13. Validity. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will continue in full force without being impaired or invalidated in any way.

14. Counterparts. This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts.

15. Laws. Contractor agrees that in the performance of this Agreement it will comply with all applicable State, Federal and local laws and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Monterey, and City of Salinas.

16. Levine Act Disclosure Compliance (Cal Government Code Sec. 84308). Contractor hereby affirms and warrants that it has not contributed to the campaign of any elected or appointed City official an amount totaling more than \$500 within twelve (12) months of the effective date of this Agreement, except as Contractor has disclosed within its Levine Act Disclosure Form submitted by Contractor to the City. Contractor agrees, that in the event it makes any contributions subject to the Levine Act's disclosure requirements within twelve (12)

months of the effective date of this Agreement, that it will file a Levine Act Disclosure Form (or Forms). Contractor acknowledges this duty of disclosure and that the City has made the Levine Act Disclosure Form(s) readily available on the City’s public internet site under Your Government / Transparency section for Contractor’s continuous compliance.

17. Electronic Execution of Agreement. The words “execution,” “signed,” “signature,” and words of like import in this Agreement and shall be deemed to include electronic signatures or electronic records (including, without limitation, DocuSign and AdobeSign), each of which shall be of the same legal effect, validity, enforceability, and admissibility as a handwritten signature.

IN WITNESS WHEREOF, this Agreement is entered into by the parties hereto on the day and year first written above.

CITY OF SALINAS

Signed by:
René Mendez
49009F9344B6488...
René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:
Rhonda Combs
47E1DC47F6EE4DD...
Christopher A. Callihan, City Attorney, or
Rhonda Combs, Assistant City Attorney

CONTRACTOR

DocuSigned by:
Michael Mosebach
1859FE273BD3416...

By (Printed Name): Michael Mosebach

Its (Title): President

Attachment A

Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his/her/its officers, agents, representatives, employees, and/or subcontractors.

MINIMUM SCOPE AND LIMIT OF 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

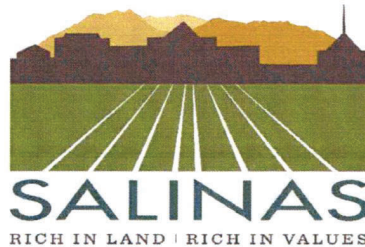
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

**CLEANING, SECURING AND STABILIZING
37-39 SOLEDAD STREET, SALINAS CA**



Important Dates

Released: September 5, 2025

Mandatory Site Visit: 9 AM September 11, 2025

Questions Due by 5 PM September 18, 2025

Proposal Due via Email: September 25, 2025

Community Development Department City of Salinas

65 Alisal Street Second Floor

Salinas, CA 93901

(831) 758-7387

Informal Bid Solicitation Released, September 5, 2025

Submit Questions to Planning Manager Grant Leonard at grantl@ci.salinas.ca.us, or Don Reynolds @ don.reynolds@kimley-horn.com

Proposals due by email to the City of Salinas as directed below September 25th, 2025

Purpose

Based on these specifications, and possible visit to the property, the City of Salinas is seeking an informal bid and proposal from 3-5 potential vendors to clean the interiors, secure and stabilize the properties at 37-39 Soledad Street located in its Chinatown, north of Downtown Salinas.

Background

On one parcel, there exist two buildings built in the 1940's: 37 Soledad "Republic Café" and 39 Soledad Street "Mi Cantina." The Republic Café is registered as a historical building on the State Parks NRHP, but the Mi Cantina is not. The asbestos and lead-based paint that was in 37 Soledad Street has been removed. No remediation work has occurred at 39 Soledad Street. There are no utilities available in the buildings. It is the City's intention to secure and preserve both buildings until such a time as they can be fully restored.

The buildings caught fire in 2022. The City acquired the property in December 2024. The previous owner made little effort to secure the building except after a fire, by installing a chain link fence in front which has lost its integrity overtime. An inspection occurred Wednesday August 13th, 2025, confirming that the fire was limited to the front of the building, starting at 39 Soledad Street and spreading to 37 Soledad Street, and damaging a portion of the roof. A structural engineer participated in the inspection and confirmed the integrity of the poured-in-place concrete structure and its foundations. Historical preservation experts also toured the buildings. These two reports are forthcoming.

The inspection confirmed that recently someone had been living in 37 Soledad, (not certain if they have returned or not), accessing the second story from the back ally to gain entrance through an unsecured window. Pigeons and rodents were seen in the building as well. Please refer to the attached photos taken August 13th, 2025.

Scope

Complete the tasks as follows:

- A. Test 39 Soledad Street for hazardous building materials (paint and asbestos)
- B. Remove all debris from the interior of both buildings, and any friable hazardous materials, other loose building materials (collapsed and burned building

material), trash, mattresses, etc., Clean all surfaces to remove dust, smoke, peeling paint, animal feces, etc. Clean furniture.

- C. Secure the building from entry by people and animals (cats, dogs, pigeons, rodents, etc.). All windows and doors need to be closed and secured. Roofing material loosened by the fire is required to be secured to prevent it from falling onto the public right-of-way. Unbroken red clay tiles that are removed must be salvaged and stored. Each building will have access by lock (and chain) from Soledad Street (separate access to the second floors if necessary).
- D. Stabilize the buildings with temporary shoring of fire damaged floor and roof framing, at the front of both buildings, as required to provide safe access at all floors and roof levels.
- E. Protect buildings from further damage caused by weather by tarping the roof where it is exposed to fire, sealing all openings to include windows, doors and open light wells.

Every effort will be made to secure the building before the winter weather season.

This scope is currently not intended for the buildings to undergo complete restoration.

Before the proposals are due, the City will host a mandatory one-hour inspection of the buildings at 37-39 Soledad Street, Salinas CA 93901 on September 11, 2025, at 9 AM. Participants must be prepared for adverse conditions. Questions are welcome until 5 PM, September 18, 2025, to either Don Reynolds at don.reynolds@kimley-horn.com or Grant Leonard at grantl@ci.salinass.ca.us.

After inspection, a plan and cost to further stabilize the building will be agreed upon by the City and contractor.

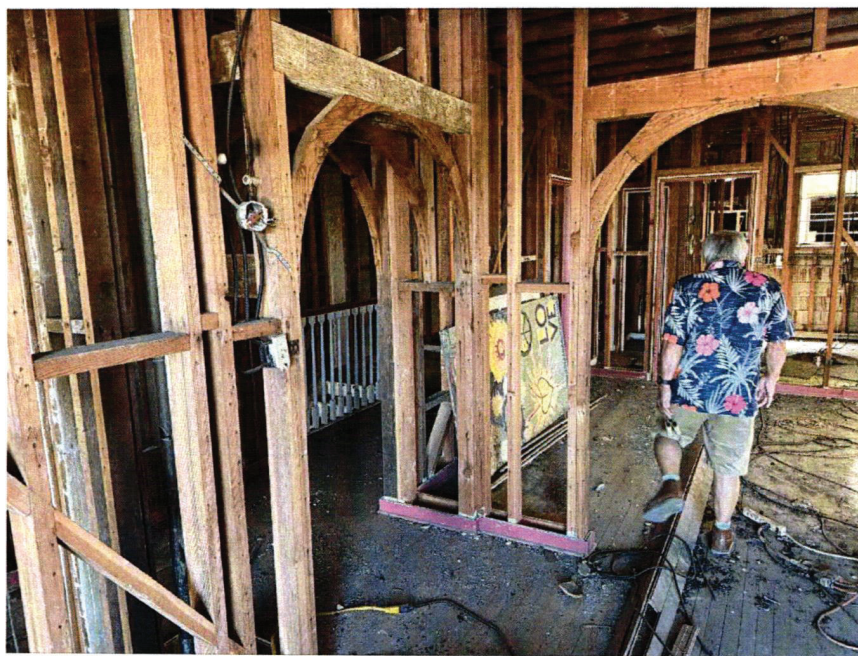
Submittal

Please submit two proposals: a proposal to clean up and secure the buildings, and a draft price to stabilize the buildings. After a detailed final scope for stabilization is agreed upon, the draft second proposal and cost estimate will be updated if needed.

Submit proposals by email only, Friday, September 25, 2025 5 PM to Salinas Planning Manager Grant Leonard by Email @ grantl@ci.salinass.ca.us

Attached- 5-photos

Soledad Street Frontage of 37-39 Soledad Street



37 Soledad Street Interior



39 Soledad Street Interior



39 Soledad Interior



37 Soledad Interior



Attachment C

California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

Revised October 9, 2025

Dear Project Review Team,

California Premier Restoration (CPR) is pleased to provide this revised version of the proposal originally submitted on September 25, 2025, for the emergency stabilization, temporary waterproofing, security, and environmental cleanup work at 37 & 39 Soledad.

The following categories outline the updated scope of work and corresponding lump-sum pricing for each area of work to be completed.

Category 1 – Temporary Waterproofing (Units 37 & 39)

Scope of Work:

- Remove any loose or disconnected roof framing as needed to provide safe indoor conditions and properly dispose of debris.
- Supply and install roof over-framing consisting of two (2) 6x12 ledgers and one (1) mid-span 6x12 beam across Unit 39, with 2x12 framing between ledgers and the mid-span beam @ 16" O.C. (Beam lift, Gradall, and/or crane may be required to deliver materials to the roof.)
- Supply and install all necessary Simpson brackets and framing hangers for roof over-framing.
- Supply and install ½" plywood sheathing on top of roof over-framing to create appropriate slope for water runoff.
- Supply and install fiberglass mineral-surfaced cap rolled roofing to cover over-framing. Rolled roofing to tie into existing TPO and parapet walls as needed to achieve watertight seals.
- Provide all labor (during normal business hours), materials, equipment, and generators required to perform the above work.
- Existing Spanish-style barrel roof tiles will be carefully removed to prevent damage. Broken or non-reusable tiles will be properly disposed of.

Lump Sum Total (Category 1 – Temporary Waterproofing): \$75,850.00

Category 2 – Structure Security and Pest Control (Units 37 & 39)

Scope of Work:

- Secure the structure by boarding up all door and window openings using plywood panels fastened to structural framing.
- Ensure board-up prevents unauthorized entry, animal intrusion, and weather exposure.



California Premier Restoration
22 Lower Ragsdale Dr
Monterey, CA 93940
Phone: 831-275-2103
CA License #: 1013305
DIR #: 1000035801

- Perform a general pest control treatment inside the structure to address the presence of fleas and other insects, following manufacturer guidelines for safe application.
- Maintain a clean and safe work area throughout the process.

Lump Sum Total (Category 2 – Structure Security and Pest Control): \$36,500.00

Category 3 – Site Cleaning and Sanitization (37 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.
- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 3 – Site Cleaning and Sanitization): \$67,400.00

Category 4 – Complete Environmental Abatement (39 Soledad)

Scope of Work:

- This portion of work is identified as a future bid item.
- It is assumed that asbestos-containing materials (ACM) are present within drywall and associated finishes.
- All abatement activities in these areas will be performed by a licensed abatement contractor, to be selected following required testing and bidding.
- As part of the abatement process, plumbing fixtures such as sinks, toilets, and tubs will be removed and disposed of to allow safe and complete removal of asbestos-containing materials.
- Upon completion of abatement, CPR will continue with Category 5 – Site Cleaning and Sanitization (39 Soledad).

Lump Sum Total (Category 4 – Complete Environmental Abatement): To Be Determined
(Pending Testing and Subcontractor Bids)

Category 5 – Site Cleaning and Sanitization (39 Soledad)

Scope of Work:

- Removal and proper disposal of all loose debris.
- HEPA vacuuming of all exposed framing members.
- Application of a plant-based disinfectant to all exposed framing.
- HEPA vacuuming and disinfecting of all flooring surfaces.



California Premier Restoration
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DIR #: 1000035801

- Continuous HEPA air filtration during work operations.

Lump Sum Total (Category 5 – Site Cleaning and Sanitization): \$67,400.00

Summary of Costs

- Category 1 – Property Stabilization / Temporary Waterproofing: Lump Sum \$75,850.00
- Category 2 – Structure Security & Pest Control: Lump Sum \$36,500.00
- Category 3 – Site Cleaning & Sanitization (37 Soledad): Lump Sum \$67,400.00
- Category 4 – Complete Environmental Abatement (39 Soledad): To Be Determined
- Category 5 – Site Cleaning & Sanitization (39 Soledad): Lump Sum \$67,400.00

Combined Total (Categories 1–5): \$247,150.00 + TBD

Exclusions

- Any work not clearly detailed above.
- Labor performed during holidays, weekends, or after normal business hours.
- Performance or payment bonds.
- Structural repairs beyond scope above.
- Additional structural reinforcement if required by engineer.

Respectfully submitted,

Michael Murphy

California Premier Restoration

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Newfront Insurance Services, LLC		NAMED INSURED CALIFORNIA PREMIER RESTORATION	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Cancellation form #ECC-1315-0118 applies with respect to the General Liability policy. Per project general aggregate applies.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- () Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Pat D. Daniel

Authorized Agent

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS BLANKET

This endorsement, effective 03/17/2025, attaches to and forms a part of Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person(s) or organization(s) whom the Named Insured agrees, in a written contract, to name as an additional insured. However, this status exists only for the project specified in that contract.	Those project locations where this endorsement is required by contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Automatic Waiver of Subrogation Endorsement

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies coverage provided under the following coverage part(s):

**COMMERCIAL GENERAL LIABILITY
CONTRACTORS POLLUTION LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

(1) CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

(2) CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

(3) EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

(4) INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

(5) NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

(6) PREMIUMS

The *First Named Insured* shown in the Declarations:

1. Is responsible for the payment of all premiums;
2. Will be the payee for any return premiums the Company pays; and
3. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

(7) ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

(8) TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

(9) BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

COMMON POLICY CONDITIONS ENDORSEMENT

This endorsement, effective 03/17/2024, attaches to and forms a part of
Policy Number FEI-ECC-23338-07.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

In consideration of the premium charged, and notwithstanding anything contained in this Policy to the contrary, it is hereby agreed that all coverage parts included in this Policy are subject to the following conditions:

A. CANCELLATION

The *Named Insured* may cancel this Policy by mailing to the Company written notice stating when thereafter such cancellation shall become effective. The Company may cancel this Policy by mailing to the *Named Insured*, at the mailing address specified in the Declarations, written notice stating when not less than thirty (30) days thereafter such cancellation shall become effective, except in the event of the *Named Insured's* nonpayment of premium, not less than ten (10) days advance notice of cancellation shall be given. The mailing of notice as stated above, shall be sufficient proof of either party's intent to cancel. The effective date of cancellation specified in such notice shall terminate the *Policy Period*. Delivery of such notice shall be equivalent to mailing.

If the *Named Insured* cancels, the earned premium shall be computed in accordance with the customary short rate table. If the Company cancels, the earned premium shall be computed pro rata. The Company will tender any return premium subject to retaining a minimum earned premium equal to 25% of the amount specified in the Declarations.

Premium adjustment may be made either at the time cancellation is effective or as soon as practicable thereafter, but tender of the unearned premium or return of this Policy, shall not be conditions precedent to cancellation hereunder.

B. CHANGES

The terms of this Policy shall not be amended, waived or otherwise changed, except by endorsement issued by the Company and made a part of this Policy.

C. EXAMINATION OF BOOKS AND RECORDS

The Company may examine and audit the *Named Insured's* books and records as they relate to this Policy at any time during the *Policy Period* and up to three (3) years afterward.

D. INSPECTIONS AND SURVEYS

The Company has the right, but is not obliged to:

1. Make inspections and surveys at any time;
2. Give the *Named Insured* reports on the conditions the Company finds; and
3. Recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. The Company does not make safety inspections. The Company

California Premier Restoration

does not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. The Company does not warrant that conditions:

1. Are safe or healthful; or
2. Comply with laws, regulations, codes or standards.

This condition applies not only to the Company, but also to any rating, advisory, rate service, engineering firm or similar organization which makes insurance inspections, surveys, reports or recommendations.

E. NAMED INSURED AS AGENT

The *Named Insured* specified in the Declarations shall be deemed agent of each *Insured* with respect to all matters involving this Policy, however, the Company shall have the right to seek indemnification from any *Insured* or any other person who may be legally liable for the debts of the *Named Insured*.

F. PREMIUMS

The *First Named Insured* shown in the Declarations:

- a. Is responsible for the payment of all premiums;
- b. Will be the payee for any return premiums the Company pays; and
- c. Is responsible for the payment of all deductibles and self-*Insured* retention amounts under this Policy.

G. ADDITIONAL PREMIUMS

If, during the *Policy Period*, an increase in the risk or hazards covered hereunder occurs, the Company shall have the right to charge the appropriate additional premium.

H. TRANSFER OF RIGHTS AND DUTIES UNDER THIS POLICY

The *Named Insured's* rights and duties under this Policy may not be transferred without the Company's written consent except in the case of death of an individual *Named Insured*. If an individual *Named Insured* dies, their rights and duties will be transferred to their legal representative, but only while acting within the scope of duties as such. Until the *Named Insured's* legal representative is appointed, anyone having proper temporary custody of the *Named Insured's* property will have their rights and duties but only with respect to that property.

I. BANKRUPTCY OR INSOLVENCY

Bankruptcy or insolvency of the *Insured* or of the *Insured's* estate will not relieve the Company of its obligations under the Policy.

All other terms and conditions under the Policy remain unchanged.

**Automatic Primary and Non-Contributory Insurance Endorsement
Designated Work Or Project(s)**

This endorsement, effective 03/17/2025, attaches to and forms a part of
Policy Number FEI-ECC-23338-08.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the Coverage Part(s) indicated below:

**CONTRACTORS POLLUTION LIABILITY
COMMERCIAL GENERAL LIABILITY**

SCHEDULE

Name of Person or Organization:

Any person(s) or organization(s) whom the *Named Insured* agrees, in a written contract, to provide Primary and/or Non-contributory status of this insurance. However, this status exists only for the project specified in that contract.

In consideration of an additional premium of \$Applied, and notwithstanding anything contained in this policy to the contrary, it is hereby agreed that this policy shall be considered primary to any similar insurance held by third parties in respect to work performed by you under any written contractual agreement with such third party. It is further agreed that any other insurance which the person(s) or organization(s) named in the schedule may have is excess and non-contributory to this insurance.

Workers' Compensation and Employers' Liability Policy

Named Insured CALIFORNIA PREMIER RESTORATION 22 Lower Ragsdale Dr Suite F Monterey, CA 93940	Endorsement Number
	Policy Number Symbol: WLR Number: C72819895
Policy Period 12/31/2024 TO 01/01/2026	Effective Date of Endorsement 11/11/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

CALIFORNIA WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because California is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

Schedule

1. (X) Specific Waiver
 Name of person or organization:
 City of Salinas, its officers, officials, employees, and volunteers

 200 Lincoln Avenue

 Salinas, CA 93901

Waiver of subrogation in favor of the City of Salinas its officers officials employees and volunteers where required by written contract.

- () Blanket Waiver
 Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:

The premium charge for this endorsement shall be INCLUDED percent of the California premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Minimum Premium: INCLUDED

Pat D. O'Hanlon

Authorized Agent

**AGREEMENT — AMENDMENT NO. [2] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 2 to the Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization (the "Amendment") is entered into this 3rd day of February 2026, by and between the City of Salinas (the "City") and California Premier Restoration, a California Corporation, (the "Contractor"). City and Contractor may be individually referred to herein as a "Party" and collectively the City and Contractor may be referred to as the "Parties."

RECITALS

WHEREAS, the City and Contractor first entered into an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City amended the Agreement for Services with California Premier Restoration in January, 2026, to extend the term to June 30, 2026; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope of services provided by contractor and reflect the revised compensation to be paid to contractor.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. The Agreement, Scope section, is amended to add the following:

Additional services as described in the Contractor's Change Order 1 (Exhibit A).
2. The Agreement, Payment section, is amended to increase the following:

City agrees to pay and the Contractor agrees to accept as full and fair consideration for the performance of this agreement, Three Hundred Eighty Two Thousand One Hundred and Fifty Dollars (\$382,150).
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

Signed by:



49009F9344B0488...
René Mendez, City Manager

APPROVED AS TO FORM:

DocuSign Envelope ID: FF828B62-9320-46F4-B59F-9D61940B3A1A

Signed by:

Christopher A. Callihan

Christopher A. Callihan, City Attorney

Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

1858FE273BD3416...

Printed name: Michael Mosebach

Title: President

**AGREEMENT — AMENDMENT NO. [3] TO
37 AND 39 SOLEDAD STREET EMERGENCY CLEAN-UP AND STABILIZATION
BETWEEN CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION**

This Amendment No. 3 to the Agreement for Services for **37 And 39 Soledad Street Emergency Clean-Up And Stabilization** (the “Amendment”) is entered into this 7th day of April, 2026, by and between the City of Salinas (the “City”) and California Premier Restoration, a California Corporation, (the “Contractor”). City and Contractor may be individually referred to herein as a “Party” and collectively the City and Contractor may be referred to as the “Parties.”

RECITALS

WHEREAS, the City and Contractor first entered into an Agreement for Services for 37 And 39 Soledad Street Emergency Clean-Up And Stabilization effective November 14th, 2025, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, the City amended the Agreement for Services with California Premier Restoration in January, 2026, to extend the term to June 30, 2026; and

WHEREAS, the City further amended the Agreement for Services with California Premier Restoration in February, 2026, to add additional scope of services and increase the maximum compensation to \$382,150; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope of services provided by contractor and reflect the revised compensation to be paid to contractor.

NOW, THEREFORE, in mutual consideration of the terms and conditions set forth below, the Parties agree as follows:

TERMS

1. Section 1 of the Agreement is further amended to add the additional services outlined in the Contractor’s Change Order 2 (Exhibit A).
2. Section 4 of the Agreement is further amended to increase the total compensation by \$69,170, for a total maximum compensation amount not to exceed \$451,320.
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment shall remain in full force and effect as if fully set forth herein.

IN WITNESS WHEREOF, the undersigned, as authorized representatives of the City and Contractor have entered into this Agreement as of the date first written above.

CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

-
- Christopher A. Callihan, City Attorney
 - Rhonda Combs, Assistant City Attorney

California Premier Restoration, a California Corporation

DocuSigned by:

Michael Mosebach

185BFE273BD3416...

Printed name: Michael Mosebach

Title: President