

City of Salinas

200 Lincoln Ave., Salinas, CA 93901

www.cityofsalinas.org



Meeting Agenda - Final

Tuesday, February 3, 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

TELECONFERENCE NOTICE

Pursuant to California Government Code Section §54953, this meeting will include teleconference participation by Councilmember Margaret D'Arrigo from 698 Pacific Avenue, Cayucos, California 93430. The teleconference location shall be accessible to the public in accordance with the law.

ZOOM WEBINAR PARTICIPATION

JOIN THE ZOOM WEBINAR TO PARTICIPATE LIVE AT:

<https://cityofsalinas.zoom.us/j/88152262736>

To participate telephonically, call any number below:

**+1 669 444 9171 US +1 669 900 6833 US (San Jose) +1 253 205 0468 US +1 253 215 8782
US (Tacoma) +1 346 248 7799 US (Houston) +1 719 359 4580 US +1 305 224 1968 US +1
309 205 3325 US +1 312 626 6799 US (Chicago) +1 360 209 5623 US +1 386 347 5053 US
+1 507 473 4847 US +1 564 217 2000 US +1 646 931 3860 US +1 689 278 1000 US +1 929
205 6099 US (New York) +1 301 715 8592 US (Washington DC)**

Webinar ID: 881 5226 2736

If prompted to enter a participant ID, press #.

PLEDGE OF ALLEGIANCE**ROLL CALL****NEW EMPLOYEE WELCOME AND PROMOTIONS****PROCLAMATION**

Black History Month, February 2026

CITY OF CHAMPIONS

The Krew Runners Club

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.

PRESENTATION

Councilmember comments on presentations are generally limited to three minutes.

[ID#26-029](#)

Hitchcock Road Animal Services Strategic Plan

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

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

ADMINISTRATIVE REPORTS

[ID#25-526](#)

Salinas Youth Council Updates and Comments

Recommendation: No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.

PUBLIC HEARINGS

[ID#25-607](#)

Establishment of a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area - CONTINUED INDEFINITELY

Recommendation: Approve a Resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.

CONSIDERATION

[ID#26-022](#)

Ordinances amending Articles XIV and XIII of Chapter 16 of the Salinas Municipal Code, and a Resolution updating Administrative Procedures pertaining to unlawful camping and storage of personal property

Recommendation: Adopt an Ordinance amending Article XIV of Chapter 16 of the Salinas Municipal Code to update regulations prohibiting camping on public property; adopt an Ordinance Amending Article XIII of Chapter 16 of the Salinas Municipal Code related to the storage of personal property on public property; and approve a Resolution approving updated Administrative Procedures for the Removal of Unlawful Campsites, Bulky Items, and Personal Belongings.

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#26-001](#)

Minutes

Recommendation: Approve minutes of January 13, 2026.

[ID#26-028](#) **Minutes**

Recommendation: Approve minutes of January 27, 2026.

[ID#26-010](#) **Enterprise Fleet Management Vehicle Leasing**

Recommendation: Approve a Resolution rescinding Resolution No. 23328 and authorizing the City Manager to enter into a Master Equity Lease Agreement with Enterprise Fleet Management for the lease of ten (10) vehicles from September 9, 2025, to December 9, 2030, in the amount of \$105,600 per year for a total cost of \$658,000.

[ID#26-020](#) **Amendment No. 4 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for Architectural Services**

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 4 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to expand the scope of services and to increase the total compensation amount by \$473,610 for a maximum compensation amount not to exceed \$1,314,499.

[ID#26-021](#) **Amendment No. 2 to Agreement for Services with California Premier Restoration for Emergency Clean-Up and Stabilization of 37 and 39 Soledad Street**

Recommendation: Approve a Resolution authorizing the City Manager to execute Amendment No. 2 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 \$135,000 for a maximum compensation amount not to exceed \$382,150.

[ID#26-024](#) **Monterey-Salinas Transit (MST) Grant Local Match Increase**

Recommendation: Approve a Resolution approving an increase of \$8,000 to Monterey-Salinas Transit for the Sustainable Communities Planning Grant local match commitment for a total of \$28,000.

[ID#26-023](#) **Acceptance of Regional Surface Transportation Program Grant and appropriation of additional funds for the Boronda Road Congestion Relief Project, Phase 1, CIP 9510**

Recommendation: Approve a Resolution accepting \$1,721,723.75 of fair share and \$1,000,000 of mid-cycle competitive grant funds from the Regional Surface Transportation Program (RSTP); and increasing the expenditure appropriation by \$2,721,723.75 of total RSTP funds for the Boronda Road Congestion Relief Project, Phase 1 contingencies, CIP No. 9510 for a total construction contingency of \$4,598,263.75.

[ID#26-025](#) **Approval of 2026 Fire Equipment Lease and Direct Purchase**

Recommendation: Approve a Resolution approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement and authorizing certain actions in connection therewith relating to the financing of certain equipment for the City; and approve the appropriation of \$1,477,678 to the Vehicle Replacement Fund (7121) with a corresponding transfer in from the General Fund for direct purchase of two apparatuses.

[ID#25-592](#) **Amendment No. 3 to Services Agreement with Smith & Enright Landscaping, Inc. for City-Wide Landscape Services**

Recommendation: Approve a Resolution delegating authority to the City Manager to execute Amendment No.3 to the services agreements with Smith & Enright Landscaping, Inc., for City-Wide Landscape Services to increase the annual amount for unscheduled/extra work to \$724,180.00 for fiscal year 2025-2026 and \$731,452.00 for Fiscal Year 2026-2027, subject to the appropriation of funds.

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 January 29, 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>.



City of Salinas

200 Lincoln Ave., Salinas,
CA 93901
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Legislation Text

File #: ID#26-029, **Version:** 1

Hitchcock Road Animal Services Strategic Plan



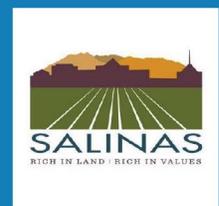
HITCHCOCK ROAD Animal Services



2025–2028 Strategic Plan



A Joint Powers Agency (JPA) between
the County of Monterey and the City of Salinas



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A Message from Our Administrator and Board of Directors Chair

At Hitchcock Road Animal Services (HRAS), our mission is to ensure a high-quality of life for animals and people in the county through our programs and services. As a Joint Powers Agency (JPA) between the County of Monterey and the City of Salinas, we are dedicated to advancing animal well-being and promoting public health in all that we do.



With our mission guiding our work, HRAS has just completed a comprehensive strategic planning process. The HRAS Board prioritized conducting an extensive community engagement process to identify community priorities and needs. This process consisted of conducting focus groups with HRAS staff, HRAS volunteers, animal-serving organizations in Salinas and throughout Monterey County, the HRAS Advisory Committee, community members from across the county, and an interview with the CEO of CalAnimals.

We are pleased to note that many of the strategies and activities identified in this strategic plan are already in practice and align with best and promising practices. The strategic plan also includes areas for enhancement. The plan prioritizes strengthening animal services, expanding community engagement and partnerships, and establishing sustainable funding to enhance operations—all with the goal of creating a county where both animals and people can thrive. The final product incorporates the range of input we gathered and reflects our values, ambitious goals, strategies, and activities that will guide HRAS’s direction over the next three years and beyond.

We hope that this strategic plan is shared widely throughout the county to increase awareness about the range of excellent services and programs offered by HRAS and encourages community members to check us out and get involved! We invite everyone to share our excitement for this next chapter of HRAS and our ongoing commitment to ensure a high-quality of life for animals and people through the range of services and programs offered at HRAS.

Best regards,

Cynthia Burnham

Cynthia Burnham, HRAS Animal Services Administrator

Glenn Church, Chair, HRAS Agency Board of Directors Supervisor, District 2, County of Monterey Board of Supervisors

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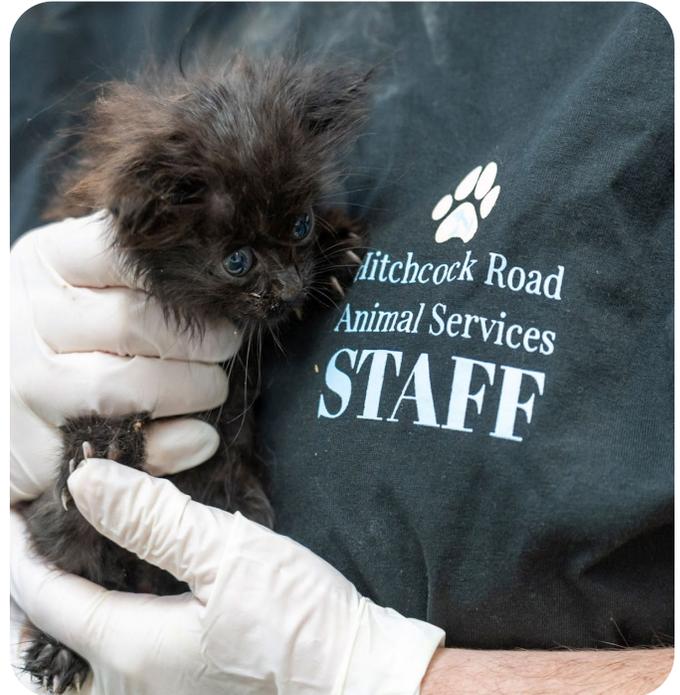
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About Us

Hitchcock Road Animal Services (HRAS) is the result of a Joint Powers Agreement between the County of Monterey and the City of Salinas. HRAS provides a range of animal services to areas that are unincorporated in Monterey County, the City of Salinas, the City of Del Rey Oaks, the City of Carmel-by-the-Sea, the City of Greenfield, the City of Marina, and California State University Monterey Bay. Each year, the HRAS shelter houses approximately 4,000 animals—including dogs, cats, rabbits, and other small pets (e.g., birds, guinea pigs, hamsters). HRAS strives to provide the highest-quality animal services while addressing the needs of the county and ensuring community health.



Our Mission and Vision

Mission Statement

Ensure a high-quality of life for animals and people through education, compassion, pet retention, advocacy, collaboration, and effective enforcement in Monterey County.

Vision Statement

Animals and people thrive in Monterey County.

The [Five Freedoms](#) and [Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters](#) informed a common understanding of shelter best practices and helped shape the strategic plan.

The [Five Freedoms](#) are long-standing and widely recognized principles in animal well-being that ensure both the mental and physical well-being of animals. The codified Five Freedoms are as follows:

1. [Freedom from Hunger and Thirst](#) by ready access to fresh water and a diet to maintain full health and vigor.
2. [Freedom from Discomfort](#) by providing an appropriate environment including shelter and a comfortable resting area.
3. [Freedom from Pain, Injury or Disease](#) by prevention or rapid diagnosis and treatment.
4. [Freedom to Express Normal Behavior](#) by providing sufficient space, proper facilities and company of the animal's own kind.
5. [Freedom from Fear and Distress](#) by ensuring conditions and treatment which avoid mental suffering.

For more information, please visit the Animal Humane Society's webpage on the Five Freedoms.

The [Association of Shelter Veterinarians Guidelines for Standards of Care in Animal Shelters](#) aim to serve as a resource for the care of shelter animals, such as providing a set of common standards for animal care and well-being and guidance on ways to reduce common shelter challenges. For more information, please read [The Guidelines for Standards of Care in Animal Shelters](#).

Our Services

Animal Sheltering

HRAS provides compassionate care for animals in need of shelter. Every animal brought into the shelter receives nutritious food, clean water, a clean space to stay, and necessary medical treatment. The staff are committed to addressing the needs of every animal while they wait to be reunited with their owner, adopted into a new home, or transferred to an animal rescue partner.



Lost and Found

HRAS strives to get as many lost pets back home as possible. To make it easy, HRAS offers a texting platform where community members can receive information related to lost and found pets without coming into the shelter, which aims to reunite the animal with their family. When lost animals are brought to the shelter, HRAS staff scan for a microchip, administer vaccinations, photograph the animal, and begin the process of reunification. Lost and found

reports can be submitted by community members and viewed both in person and online, with listings updated hourly to provide timely and accurate information to the community.



Licensing

HRAS is responsible for enforcing local and state rabies vaccination requirements for pets. HRAS offers easy and accessible licensing and renewal services for animals their geographic service area through a partnership with DocuPet. Having an up-to-date pet license ensures that a pet has its state-mandated rabies vaccine and helps identify owners of lost pets. HRAS, through DocuPet, enrolls the pet into a 24/7 lost pet service, providing a more efficient reunification process that does not require the animal to enter the shelter.

Education Programs and Collaborations

Educational efforts include providing resources to pet owners, posting information on social media, and attending local community events throughout Monterey County. HRAS also partners with other organizations and local providers—for example—to offer low-cost community spay/neuter clinics for owned pets and feral cats.

Adoption

HRAS offers in-person adoption services, so community members have the opportunity to meet available animals in the shelter and ensure compatibility with their existing pets through supervised meet-and-greet sessions. All adopted animals are spayed/neutered, vaccinated with initial essential vaccines, and microchipped to support a healthy start in their new home. Resources related to behavior and veterinary support are also provided to ensure a successful relationship between the adopted pet and the new family.



Field Services

HRAS animal control officers (ACOs) are trained to respond to various animal-related concerns throughout unincorporated Monterey County and the City of Salinas. ACOs enforce state and local animal well-being laws and ordinances; pick up stray, injured, and aggressive animals; and investigate noise disturbances, animal bites, potential rabies exposures, and cases of animal neglect and abuse. They also work with and educate community members regarding proper ways to care for and shelter pets at home. Their work is central to the well-being and protection of community members and animals and promotes responsible pet ownership.



Volunteer and Foster Programs

HRAS offers a range of opportunities for community members to engage with and support the shelter. Volunteers can walk dogs, socialize with cats, assist at adoption and education events, help with daily tasks like cleaning kennels and feeding animals, and contribute to administrative and social media tasks. Participants of the foster care program provide a temporary but secure home for animals that may be too young to be adopted, have special medical or behavioral needs, or need a break from the shelter environment. Foster homes provide the animals with the care and attention they need to thrive. Through participation in the volunteer and foster programs, community members not only contribute to the shelter animals but also have opportunities to build meaningful connections with the greater Monterey County community.



Strategic Planning Process

The HRAS Strategic Plan was developed through a comprehensive and collaborative process to identify and clarify the shelter’s direction over the next three years and beyond. This effort involved a thorough review of promising and best practices in animal care, a review of strategic plans from peer shelters, and extensive input from a range of community stakeholders and partners. Raimi + Associates was contracted to lead the strategic planning process and established a Strategic Planning Team (SPT), made up of the HRAS’ Board of Directors, to oversee the process.



As part of the environmental scan, the SPT reviewed strategic plans from similar organizations as well as industry promising and best practices in the areas of operational excellence, policy and governance, community engagement and retention, animal well-being and outcomes, and data-driven decision making. This information supported the SPT in identifying core topic areas—many of which were already in operation at HRAS—to include in the strategic plan.

Raimi + Associates worked closely with the SPT to design a community engagement plan to gather input from a range of stakeholders. Raimi + Associates then conducted focus groups with HRAS staff, the HRAS Advisory Committee, HRAS volunteers, community members from across the county, representatives from animal-serving organizations in Monterey County and the City of Salinas, and conducted an interview with the CEO of CalAnimals—an association of California’s animal welfare organizations. These conversations were summarized for the SPT and informed further discussions about community priorities and positioning the shelter to deepen and expand its impactful role throughout the county.



Goals + Strategies

1. Deliver the Highest-Quality Animal Services

Strategy 1.1 Ensure high-quality animal intake management and/or support pet retention practices

Strategy 1.2 Enhance practices that support animal well-being

Strategy 1.3 Expand use of data to guide long- and short-term decisions and proactively communicate with partners and the public

2. Expand Community Engagement and Partnerships to Enhance Animal Well-being and Ensure Community Health

Strategy 2.1 Expand education to communities throughout the county and prioritize outreach to hotspots based on data

Strategy 2.2 Increase the volunteer base to support high-quality services

Strategy 2.3 Expand support and training to retain volunteers

Strategy 2.4 Develop inclusive, culturally responsive messaging and targeted outreach strategies to increase visibility and advance strategic priorities

Strategy 2.5 Strengthen and initiate strategic partnerships to address community needs

3. Establish Sustainable Funding to Enhance Operations

Strategy 3.1 Secure sustainable funding

Strategy 3.2 Ensure the highest-quality facility management practices and shelter operations

Strategy 3.3 Improve staff recruitment, hiring, and retention efforts

Strategy 3.4 Expand facility as staffing and resources allow to ensure high-quality services

Strategy 3.5 Advocate for more effective countywide animal well-being policies

HRAS Goals + Strategies

GOAL 1

Deliver the Highest-Quality Animal Services

Provide high-caliber, compassionate services to improve animal well-being and meet community needs.

Strategy 1.1 Ensure high-quality animal intake management and/or support pet retention practices

- a. Track animal identification information at the time of intake and provide timely, accessible, and transparent processes for returning pets to their owners
- b. Improve resources and information for pet owners to prioritize pet retention
- c. Expand education and support to increase pet retention and animal well-being, which may include free pet identification, supplies, and resources for pet owners
- d. Place owner-surrendered animals without behavioral challenges immediately up for adoption
- e. Work towards developing a community-based Stray Cat and Dog Management Plan

Strategy 1.2 Enhance practices that support animal well-being and community health

- a. Work to reduce the average length of stay for the animals in the shelter and increase the overall live release rate
- b. Address shelter animals' emotional and physical needs based on evolving animal well-being research and accepted best practices
- c. Provide appropriate housing and equipment for animals in the shelter to promote sanitation, space, and stress reduction practices and protocols
- d. Implement pet and stray vaccination and microchip requirements

Strategy 1.3 Expand use of data to guide long- and short-term decisions and proactively communicate with partners and the public

- a. Improve consistency and timeliness of recordkeeping to improve accuracy of metrics
- b. Refine and identify areas to capture data and build out recordkeeping to inform decision making
- c. Develop and refine recordkeeping and maintenance process
- d. Identify data that can be shared publicly to support transparency and foster community trust

Outcomes

- Maintain high-caliber animal well-being services, treatment, and facilities
- Increase pets returned to owner
- Improve data collection and transparency

Metrics

- Average length of stay by species and age group
- Live release rate by species
 - Number of adoptions
 - Number of animals returned to owner
 - Number of animals transferred to rescue partners
- Number of animals euthanized by reason
- Foster-to-adopt conversion rate



GOAL 2

Expand Community Engagement and Partnerships to Enhance Animal Well-being and Ensure Community Health

Strengthen community engagement activities, volunteer opportunities, and partnerships to promote responsible pet ownership, expand community support for HRAS, enhance service coordination, improve animal well-being, and maintain the health of the community.

Strategy 2.1 Expand education and prioritize outreach to hotspots based on data

- a. Develop and disseminate educational resources related to responsible pet ownership
- b. Expand efforts with schools and youth programs to teach humane education and responsible pet ownership and caregiving
- c. Plan community engagement events and messaging campaigns, especially related to the importance of spay/neuter operations

Strategy 2.2 Develop inclusive, culturally responsive messaging and targeted outreach strategies to increase visibility and advance strategic priorities

- a. Publicize services using a mix of traditional and digital media to increase visibility and educate the community
- b. Utilize social media platforms and neighborhood news applications to publicize volunteer opportunities and shelter events
- c. Tailor outreach campaigns to advance strategic priorities, including promoting shelter adoptions
- d. Partner with trusted organizations and veterinarians to conduct outreach activities and share information with residents
- e. Share accomplishments with community members
- f. Increase effectiveness of educational and outreach programs by adjusting outreach tactics based on community feedback and other evaluation data

Strategy 2.3 Increase the volunteer base to support high-quality services

- a. Enhance opportunities and reduce barriers to volunteer engagement
- b. Reduce and streamline Health Department requirements for onboarding for volunteers

Strategy 2.4 Expand support and training to retain volunteers

- a. Establish consistent and standardized training approach and protocols for new volunteers, including enhancing volunteer shadowing opportunities
- b. Promote and encourage volunteer shift opportunities to allow more outside-the-shelter enrichment time

Strategy 2.5 Strengthen and initiate strategic partnerships to address community needs

- a. Collaborate with community organizations to increase access to free- to low-cost veterinary care, especially for communities with the highest need
- b. Expand partnerships with local veterinary programs to address veterinary services shortage
- c. Formalize relationships with various animal-serving organizations to provide services, share resources, and offer educational opportunities
- d. Strengthen partnerships with rescue agencies and community partners to provide low-cost and accessible spay/neuter opportunities, expand adoption and owner redemption services, and increase rescue transfer rates—all to reduce pet overpopulation and euthanasia

Outcomes

- Enhance community awareness and education to improve pet care and animal well-being
- Increase volunteer and community engagement
- Expand culturally responsive outreach
- Expand and strengthen relationships with community partners

Metrics

- Number of community engagement events and social media interactions
- Number of active volunteers
- Types of volunteer opportunities available
- Total of volunteer hours
- Number of partnerships by service type



GOAL 3

Establish Sustainable Funding to Enhance Operations

Establish sustainable funding sources to strengthen operations and ensure high-quality services.

Strategy 3.1 Secure sustainable funding

- a. Diversify funding sources
- b. Improve and expand opportunities throughout the community to increase financial donations

Strategy 3.2 Ensure the highest-quality facility management practices and shelter operations

- a. Explore options to enhance hours, services, and programs to better meet animal and community needs based on resources available
- b. Explore expanding veterinary services to provide critical animal care for pet owners
- c. Prioritize operating within the capacity of the shelter's facilities and evaluating the safety and well-being of animals in the shelter (especially when taking in animals with severe behavioral and medical issues)

Strategy 3.3 Improve staff recruitment, hiring, and retention efforts

- a. Work with the County to improve the recruitment and hiring processes to recruit and retain talented staff
- b. Support the need to increase staffing to meet the animal service needs of both the community and HRAS
- c. Promote and encourage a working environment that supports staff well-being

Strategy 3.4 Expand facility as staffing and resources allow to ensure high-quality services

- a. Address space limitations by identifying opportunities to increase capacity as staffing and resources allow
- b. Seek capital funding to establish a satellite location in South County, once community needs, services, and facilities are evaluated

Strategy 3.5 Advocate for more effective countywide animal well-being policies

- a. Strengthen and refine HRAS’s policies, procedures, and protocols to address gaps in animal well-being, meet community needs, and abide by regulatory standards
- b. Advocate at multiple levels of government for policies and ordinances that advance animal well-being goals and are consistent across jurisdictions

Outcomes

- Increase funding and diversity of funding sources
- Strengthen facility infrastructure and operations to meet community and animal well-being needs
- Improve policy alignment across jurisdictions to reduce inefficiencies and establish a standard for animal well-being

Metrics

- Number of community member donations received
- Number of community spay/neuter, microchipping, and vaccination services
- Staff retention rate
- Description of wellbeing activities offered for staff



Acknowledgments

Strategic Planning Team

- Glenn Church, *HRAS Board Chair, County of Monterey Board of Supervisors, District 2*
- Dennis Donohue, *HRAS Board Vice-Chair, City of Salinas Mayor*
- Kimbley Craig, *Former City of Salinas Mayor*
- Nick Chiulos, *Alternate Director, Assistant County Administrative Officer of Monterey County*
- Sonia M. De La Rosa, *Director, County Administrative Officer of Monterey County*
- Rene Mendez, *Director, City of Salinas City Manager*

HRAS Staff

- Cindy Burnham, *Animal Services Administrator*
- Jessica Anguiano, *Office Assistant II*
- Kendra Brady, *Educator/Volunteer Coordinator*
- Christen Brooks, *Animal Control Officer*
- Joel Holloman, *Animal Care Technician II*
- Leah Gast, *Sr. Animal Care Technician*
- Gabriela Gonzalez, *Principal Office Assistant*
- Petra Lewis, *Animal Services Supervisor, Shelter*
- Valiska Lujan, *Animal Services Supervisor, Field*
- Laura Ramos, *Registered Veterinary Technician*
- Sade Rivera, *Office Assistant II*
- Debiann Watanabe, *Veterinarian*

Health Department Representatives

- Elsa Jimenez, *Director of Health*
- Miriam Mendoza-Hernandez, *Finance Manager*

Members of the JPA

- Karla Tinajero, *HRAS Treasurer*
- Robert Brayer, *HRAS Counsel*

Advisory Committee

- Mike Richards, *Chair*
- David Alexander, *Vice Chair*
- Mary Arnold
- Liz Camacho
- Julia Nix
- Susan Salcedo

Volunteers

- John Bradford
- Adelina Bonano
- Bill Buffalo
- Sohee Cho
- Corinna Close
- Aramenta Hawkins
- Jacquie Ives
- Kathy Long
- Christine Riise
- Angie Roeder

Animal-Serving Organizations

- Scott Delucchi, *SPCA Monterey County*
- Lora James, *SNIPbus*
- Laurie Machado, *Animal Friends Rescue*
- Rosemary Soto, *South Coast Animal Rescue*

Community Members

- Melissa Bispo
- Scarlett Bispo
- Esther Malkin
- Kristina McCafrey
- Delia Leal
- Ivana Ranansky
- Corinna Zaglmayr

CalAnimals

- Jill Tucker, *Chief Executive Officer*

Raimi + Associates

- Kym Dorman, *Principal and COO*
- Paige Kruza, *Intermediate Associate*
- Sarah Perez, *Intermediate Researcher*

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A local young artist, Scarlett Bispo, was awarded first place in the More Pets and People Together Art contest, earning a \$5,000 grant. Ms. Bispo designated HRAS as the beneficiary of this grant.

Hitchcock Road Animal Services 

Strategic Plan Update

Salinas City Council

Tuesday, February 3rd, 2025

Presented by Cindy Burnham,
HRAS Animal Services Administrator



Strategic Planning Process Partner

JPA Board directed staff in August 2024 to find a facilitator for the strategic planning process. Staff determined Raimi and Associates were available and able to meet the timeline given.

In November 2024, the process started.



Example Strategic Plans

Monterey County Health Department Strategic Plan

Natividad Strategic Plan

Timeline for Animal Services Strategic Plan



Environmental Scan Notes



Reviewed other Shelter Strategic Plans

Compared relevant plans to determine best practices



Analysis of HRAS best practices.

Operational Excellence –
12/13 initially compliant

Policy and Governance-
2/6 initially complaint.

Community Engagement
2/6, initially compliant

Animal Welfare and Outcomes –
8/8 initially complaint

Data-Driven Decision Making –
3/3 initially complaint



SWOT analysis done by Board of Directors, HRAS Staff and Advisory Committee

Strengths: Majority related to dedication of team, compassion for animals, collaborations.

Weaknesses: Majority related to budgetary and staffing constraints

Opportunities: More partnerships, community outreach, education, services

Threats: Rising costs, politics, veterinary shortages, processes, job competitiveness

Stakeholder Interviews + Focus Groups

- ✓ HRAS core leadership and staff (n=11)
- ✓ Advisory Committee members (n=6)
- ✓ Jill Tucker, CEO of California Animal Welfare Association
- ✓ Animal Welfare organizations in Monterey (n=4)
- ✓ Volunteers (n=10)
- ✓ Community members (n=7)

HRAS Strategic Plan



Strategic Plan Outline

1. Background

- a) Brief overview of HRAS
- b) HRAS Mission, Vision, and Values
- c) Brief description of strategic planning process + participation

2. HRAS Strategic Priorities

- a) 3 Goals + Strategies + Metrics

3. Looking Ahead

- a) Description of how plan implementation will be monitored

Mission and Vision Statements

Mission :

Ensure a high-quality of life for animals and people through education, compassion, pet retention, advocacy, collaboration, and effective enforcement in Monterey County.

Vision:

Animals and people thrive in Monterey County.

Goals and Strategies

Goal 1

Deliver the Highest-Quality Animal Services

- Strategy 1.1 Ensure high-quality animal intake management and/or support pet retention practices
- Strategy 1.2 Enhance practices that support animal well-being
- Strategy 1.3 Expand use of data to guide long- and short-term decisions and proactively communicate with partners and the public



Outcomes and Metrics

Outcomes

- Maintain high-caliber animal well-being services, treatment, and facilities
- Increase pets returned to owner
- Improve data collection and transparency

Metrics

- Average length of stay by species and age group
- Live release rate by species
 - Number of adoptions
 - Number of animals returned to owner
 - Number of animals transferred to rescue partners
- Number of animals euthanized by reason
- Foster-to-adopt conversion rate



Current progress



Strategy 1.1 Ensure high-quality animal intake management and/or support pet retention practices

2/5 strategies are done. (Tracking animal info and surrendered animal adoptions)

2/5 strategies are in-progress. (Improve resources for pet owners and expanding education to support pet retention)

1/5 is a longer-term strategy. (Develop of community-based Stray Cat and Dog Management Plan)



Strategy 1.2 Enhance practices that support animal well-being and community health

2/4 strategies are done (Adequate housing for shelter animals, vaccines/microchip requirements)

2/4 strategies are in-progress (Reduce length of stay and increase LRR* and addressing emotional and physical need of animals). (*live release rate)



Strategy 1.3 Expand use of data to guide long- and short-term decisions and proactively communicate with partners and the public

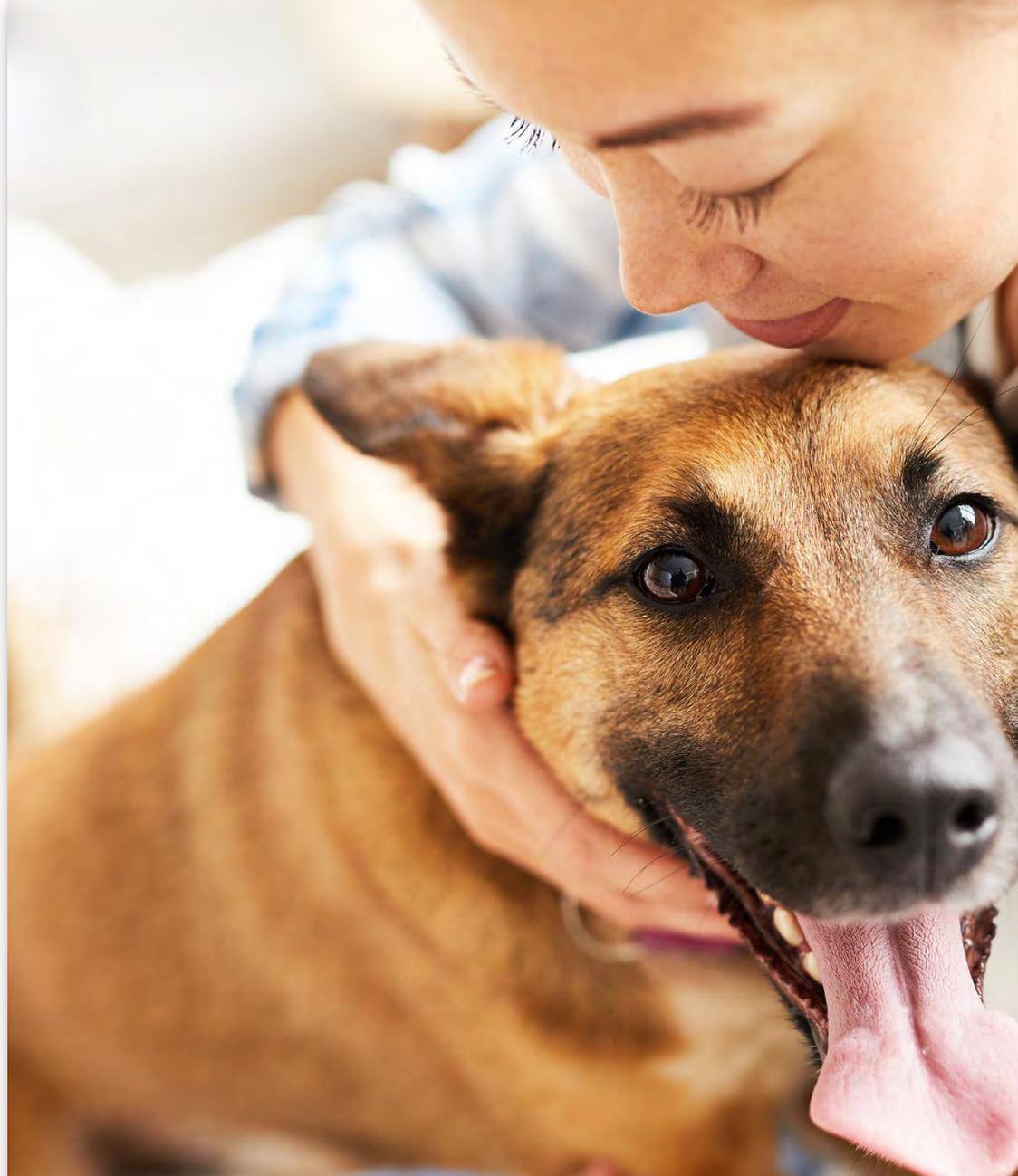
4/4 strategies are in-progress. (Refining metrics and sharing publicly, consistency)

Goals and Strategies

Goal 2

Expand Community Engagement and Partnerships to Enhance Animal Well-being and Ensure Community Health

- Strategy 2.1 Expand education to communities throughout the county and prioritize outreach to hotspots based on data
- Strategy 2.2 Increase the volunteer base to support high-quality services
- Strategy 2.3 Expand support and training to retain volunteers
- Strategy 2.4 Develop inclusive, culturally responsive messaging and targeted outreach strategies to increase visibility and advance strategic priorities
- Strategy 2.5 Strengthen and initiate strategic partnerships to address community needs.



Outcomes and Metrics

Outcomes

- Enhance community awareness and education to improve pet care and animal well-being
- Increase volunteer and community engagement
- Expand culturally responsive outreach
- Expand and strengthen relationships with community partners

Metrics

- Number of community engagement events and social media interactions
- Number of active volunteers
- Types of volunteer opportunities available
- Total of volunteer hours
- Number of partnerships by service type



Current progress



Strategy 2.1 Expand education and prioritize outreach to hotspots based on data

2/3 strategies are in-progress. (Disseminate resources, community engagement events and messaging)

1/3 strategies are longer term. (Expand efforts in schools and youth).



Strategy 2.2 Develop inclusive, culturally responsive messaging and targeted outreach strategies to increase visibility and advance strategic priorities

2/5 strategies are done. (Utilize social media to publicize events & volunteer opportunities, tailor outreach to advance priorities)

1/5 strategies are in progress. (Mix of media & sharing accomplishments)

1/5 strategies are long term. (Partnering w/ others for outreach and share accomplishments with community)



Strategy 2.3 Increase the volunteer base to support high-quality services

2/2 strategies are in-progress. (Enhance volunteer program, reducing barriers to include onboarding for volunteers).



Strategy 2.4 Expand support and training to retain volunteers

2/2 strategies are in-progress. (Standardize volunteer protocols and training opportunities, create/promote volunteer opportunities off site)



Strategy 2.5 Strengthen and initiate strategic partnerships to address community needs

4/4 strategies are in-progress. (Collaborate to expand opportunities to increase low-cost vet care to address vet services shortage, formalize relationships and strengthen partnerships for low cost and accessible spay/neuter, adoption and redemption services and rescue transfers, all to reduce pet overpopulation and euthanasia ongoing).

Goals and Strategies

Goal 3

Establish Sustainable Funding to Enhance Operations

- Strategy 3.1 Secure sustainable funding
- Strategy 3.2 Ensure the highest-quality facility management practices and shelter operations
- Strategy 3.3 Improve staff recruitment, hiring, and retention efforts
- Strategy 3.4 Expand facility as staffing and resources allow to ensure high-quality services
- Strategy 3.5 Advocate for more effective countywide animal well-being policies



Outcomes and Metrics

Outcomes

- Increase funding and diversity of funding sources
- Strengthen facility infrastructure and operations to meet community and animal well-being needs
- Improve policy alignment across jurisdictions to reduce inefficiencies and establish a standard for animal well-being

Metrics

- Number of community member donations received
- Number of community spay/neuter, microchipping, and vaccination services
- Staff retention rate
- Description of wellbeing activities offered for staff



Current Progress



Strategy 3.1 Secure sustainable funding

2/2 strategies are long term but in progress. (diversify funding sources, improve opportunities to increase financial donations)

- Friend of Hitchcock Road Animal Services



Strategy 3.2 Ensure the highest-quality facility management practices and shelter operations

2/3 strategies are in progress. (Explore expanding veterinary services for critical care and prioritizing operating within capacity)

1/3 strategies are long term (Explore option to enhance hours, services and programs)



Strategy 3.3 Improve staff recruitment, hiring, and retention efforts

1/3 strategies are long term. (Work with county to improve the recruitment/hiring process).

2/3 strategies are in-progress. (Support need to increase staffing and promote working environment that supports staff well being)

What's Next?



Implementation – In progress

- Identify Year 1 priority activities
- Review strategic plan with HRAS Leadership Team and staff
- Share strategic plan with broader community (e.g., presentations, website, social media, internal signage, press release, community events)
- Implementation!



**Thank you for
your time.**





City of Salinas

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

Legislation Text

File #: ID#25-526, **Version:** 1

Salinas Youth Council Updates and Comments

No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.



CITY OF SALINAS

COUNCIL STAFF REPORT

DATE: FEBRUARY 10, 2026

DEPARTMENT: ADMINISTRATION

FROM: RENÉ MENDEZ, CITY MANAGER
SOPHIA ROME, COMMUNITY RELATIONS MANAGER
SALINAS YOUTH COUNCIL

TITLE: SALINAS YOUTH COUNCIL UPDATES AND COMMENTS

RECOMMENDED MOTION:

No action required. The City of Salinas Youth Council will provide an administrative update to the City Council.

EXECUTIVE SUMMARY:

The Council approved the establishment of a Youth Council Pilot Program through July 31, 2027. As Youth Councilmembers, they work on community projects and serve as liaisons between the school district, schools, and the City. This Administrative Report is to provide updates on Youth Council activities and provide the Council with comments on agenda items.

BACKGROUND:

On October 22, 2024, the Council approved the establishment of a Youth Council Pilot Program through July 31, 2025. The Pilot Program was extended through July 31, 2027, by Council Resolution on June 17, 2025.

The Youth Council participates in activities like:

- Youth Council representation and participation at City Council meetings
- Regular administrative updates to the SUHSD Board
- Serve as liaisons between the each SUHSD high schools' Associated Student Body (ASB) youth leadership and principals to increase civic engagement and outreach
- Leadership and skill development
- Community service projects

The purpose of the Youth Council is to increase youth representation in civic engagement, provide professional and leadership development opportunities for Salinas youth, and to serve as community connectors representing youth, their school sites, and school district.

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:

Youth and Seniors

- Improve, expand and develop youth and senior facilities and programs

Public Safety

- Increase collaboration with partner agencies to address public safety public health issues

City Services

- Promote equitable access to City services and foster inclusive development
- Engage residents and improve communication with the community

DEPARTMENTAL COORDINATION:

The Youth Council is supported through the City Manager’s Office.

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

None.



City of Salinas

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

Legislation Text

File #: ID#25-607, **Version:** 1

**Establishment of a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area -
CONTINUED INDEFINITELY**

Approve a Resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: JANUARY 13, 2026
DEPARTMENT: ADMINISTRATION
FROM: LISA MURPHY, ASSISTANT CITY MANAGER
TITLE: ESTABLISHMENT OF A ZONE OF BENEFIT IN THE CENTRAL AREA OF THE NORTH OF BORONDA FUTURE GROWTH AREA

RECOMMENDED MOTION:

A motion to approve a resolution forming a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area.

EXECUTIVE SUMMARY:

On June 3, 2014, the City Council adopted Ordinance No. 2549, which ordinance was subsequently amended by Ordinance No. 2590 adopted by the City Council on February 21, 2017, (collectively the “Ordinance”) to establish a method by which developers and property owners may be reimbursed for certain costs associated with the annexation and pre-development of the North of Boronda Future Growth Area (“FGA”). Pursuant to the Ordinance, on August 7, 2024, East Boronda, LLC first submitted an application for establishment of a Zone of Benefit within the Central Area of the FGA to establish the reimbursement methodology for the Central Area. Following completion of the review process outlined in the Ordinance, the proposed Zone of Benefit is now being presented to the City Council for consideration.

BACKGROUND:

The of North Boronda Future Growth Area (FGA) consists of approximately 2,388 acres of land within the city of Salinas. The FGA is planned for up to 11,485 dwelling units and up to 3,992 million square feet of commercial/retail/mixed use and public uses. There are four planning areas within the FGA: a) West Area; b) Central Area; c) East Area; and d) portions of the West Area included within the adopted Gateway Center Specific Plan. Specific Plans have been approved and Final Environmental Impact Reports certified for the West Area, Central Area, and Gateway Specific Plan Area. The City is in the process of preparing a specific plan and associated environmental review for the East Area.

The Ordinance, attached to this Report as Attachment 1, establishes a system by which a “Sponsor” – in this case East Boronda, LLC—may get reimbursed for costs it incurred during the annexation and pre-development entitlement processes for the Central Area by the other property owners within the Central Area who have benefitted from the Sponsor’s work. By forming a “Zone of

Benefit,” the City can ensure that property owners who benefited from the Sponsor’s payment of annexation and entitlement costs, pay their proportional share to reimburse the Sponsor as required by the Ordinance.

East Boronda, LLC (Sponsor) for the Central Area submitted an application for formation of a Zone of Benefit in order to establish the framework by which it may be reimbursed for the costs it incurred in association with the annexation and pre-development of the Central Area.

In accordance with the Ordinance, upon receipt of the Application and the City’s determination that the Application was complete, the City hired Willdan Financial Services to serve as the Analyst to review the Application and to prepare a report with their recommendations to the City Council. (A copy of Willdan’s Analyst’s Report is included as Attachment 2). The Analyst’s Report verified the costs claimed by the Sponsor and determined their consistency with the Ordinance. The City has verified and approves the request for reimbursement and, therefore pursuant to the Ordinance, has forwarded the Analyst’s Report to the City Council for consideration.

Consistent with the Ordinance, notice of the proposed Zone of Benefit was published in the newspaper and mailed to all of the property owners within the proposed Zone of Benefit. No costs and expenses may be passed on to any property owner within the proposed Zone of Benefit unless it has been considered and approved at a public hearing before the City Council. The Ordinance provides an opportunity for affected property owners to protest the proposed imposition of costs and expenses at the public hearing. If a written protest against the proposed Reimbursement Charge is presented by a majority (greater than 50%) of the owners of the identified parcels of land within the proposed Zone of Benefit, the City shall not establish the Zone of Benefit or levy the Reimbursement Charge against the parcels within the proposed Zone of Benefit.

At the public hearing on the proposed Zone of Benefit, the City Council will consider the Sponsor’s application, the Analyst’s Report, and all written protests against establishment of the Zone of Benefit.

The property owners were provided notice and a ballot to protest the establishment of the Zone of Benefit.

As of the publishing of this staff report, the City has received two ballots. Property owners had up to 4:00pm on January 13th, 2026, to submit their protest.

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 City Council’s consideration of this item supports the City Council’s Housing Goal.

DEPARTMENTAL COORDINATION:

The City Manager’s Department worked in collaboration with the Finance Department and City Attorney’s office to review the Zone of Benefit Application, preparation of the Analyst’s Report, and this report.

FISCAL AND SUSTAINABILITY IMPACT:

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

ATTACHMENTS:

1. Resolution Establishing a Zone of Benefit
2. Ordinance Nos. 2549 and 2590
3. Application (Updated)
4. Willdan (Analyst) Report

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

A RESOLUTION ESTABLISHING A ZONE OF BENEFIT IN THE CENTRAL AREA OF THE NORTH OF BORONDA FUTURE GROWTH AREA

WHEREAS, on June 3, 2014, the City Council adopted Ordinance No. 2549 to provide for the establishment of a “Zone of Benefit” and reimbursement for costs incurred in connection with the annexation and entitlement of lands in the North of Boronda Future Growth Area (“FGA”). On February 21, 2017, the City Council adopted Ordinance No. 2590 amending Ordinance No. 2549 to clarify the methodology by which the proportionate share of developable lands within the FGA shall be calculated. Ordinance 2549, as amended by Ordinance No. 2590, is referred to herein as the “Reimbursement Ordinance”; and

WHEREAS, the Reimbursement Ordinance provides for the reimbursement of Annexation Costs (costs actually incurred and paid by a Sponsor in connection with the preparation, processing, and certification of environmental and other documentation necessary to allow for the annexation of the FGA into the city of Salinas), Entitlement Costs (all costs actually incurred and paid by a Sponsor in connection with the preparation, processing, and approval of a Specific Plan for land within the FGA and documentation required to comply with the California Environmental Quality Act), and City Costs (all Annexation Costs and Entitlement Costs actually incurred and paid by the City in association with the annexation of the FGA and the entitlement of lands within the FGA); along with interest on said costs expended by a Sponsor, from Non-Participating Owners and affected properties and

WHEREAS, the FGA consists of four planning areas, namely (1) West Area, (2), Central Area, (3) East Area, and (4) the Gateway Center Specific Plan (which lies within portions of the West Area); and

WHEREAS, pursuant to Section 4 of the Reimbursement Ordinance, on August 7, 2024, East Boronda, LLC (the “Sponsor”) submitted an application to the City requesting the City Council form a Zone of Benefit to cover the entire Central Area with a map of the Affected Properties, as shown on the Central Area Map attached hereto (Zone of Benefit Area) and establish the Reimbursement Charges. The Sponsor’s application includes, among other information, a detailed accounting of all Sponsor costs associated with annexation and entitlement of the Central Area, as well as a detailed accounting of interest for which the Sponsor seeks reimbursement from Non-Participating Owners of Affected Properties within the Zone of Benefit Area (Responsible Owners), and

WHEREAS, pursuant to Section 5 of the Reimbursement Ordinance, the City Manager selected Willdan Financial Services to review the Application and to prepare an Analyst’s Report; and

WHEREAS, in June of 2025 the city received the initial Analysts report from Willdan, then a revised Analyst’s report in November of 2025, containing the Analyst’s recommendations on the cost allocation and Reimbursement Charges to the City Council for consideration. A copy of the November 2025 Report, including a boundary diagram/map of the area to which the Zone of Benefit applies, is attached to this Resolution. The Analyst’s Report confirms the Sponsor has

incurred and expended the costs for which the Sponsor seeks reimbursement and confirms the costs were incurred and expended in furtherance of the annexation and entitlement of the properties within the proposed Zone of Benefit. The Analyst's Report also provides a recommendation of the amount of costs to be reimbursed by each property owner (Responsible Property Owner) within the proposed Zone of Benefit, considering the factors outlined in Section 5(d) of the Reimbursement Ordinance; and

WHEREAS, for purposes of allocating costs and expenses to Responsible Property Owners within the proposed Zone of Benefit, all costs and expenses have been separated into two periods: (1) Pre-2011, and (2) from 2011 to the present, to account for the period of time prior to 2011 when the Sponsor was party to an option agreement for the property now owned by the Hartnell College Foundation; and

WHEREAS, the Central Area comprises both "chargeable" and "non-chargeable" parcels totaling roughly 776.73 acres, benefiting from, or otherwise subject to the Annexation Costs and Entitlement Costs (Reimbursable Costs) for which the Sponsor seeks reimbursement. Reimbursable Costs are distributed on a pro-rata basis. The total amount of chargeable acreage is 776.75 total acres less 225.72 acres of roads, drainage, school sites, and open space for a net chargeable acreage of 551.03 acres. Using net developable (i.e., chargeable) acres as the divisor ensures that only land that can be subdivided, entitled, and ultimately developed bears the reimbursement burden (Reimbursement Charge), which satisfies the proportional-benefit standard. The net-acre basis also establishes a clear, measurable relationship between the costs incurred and the parcels that directly benefit from the costs; and

WHEREAS, prior to submitting the Application, in 2008, the Sponsor received partial reimbursement for annexation and entitlement costs and expenses from Harrod Construction Company (on behalf of the Christensen Trust). This partial reimbursement will be credited toward that owner's Reimbursement Charge; and

WHEREAS, pursuant to Section 6 of the Reimbursement Ordinance, the City Manager had notice of a public hearing on the proposed Zone of Benefit, set for January 13, 2026, published in a newspaper of general circulation and provided notice directly to the Sponsor and to all other Responsible Property owners within the proposed Zone of Benefit; and

WHEREAS, prior to the date set for the public hearing, the Sponsor met with owners of property within the proposed Zone of Benefit to discuss the Application and the property owners' proportionate share of the annexation costs and entitlement costs as described in the Analyst's Report; and

WHEREAS, the City Clerk has considered all written protests submitted against establishment of the Zone of Benefit and has determined that the written protests received are less than fifty percent (50%) of the identified parcels of land within the proposed Zone of Benefit.

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

1. The above recitals are found to be true and correct and by this reference are fully incorporated herein.
2. A Zone of Benefit is hereby established within the Central Area of the North of Boronda Future Growth Area to include the following properties:

Owner	APNs
East Boronda LLC	153-091-023; 153-091-024; 153-091-022
Christensen Trust	153-091-018-000; 153-091-019-000; 153-091-020-000; 153-091-021-000
Hartnell College Foundation	153-091-017-000; 153-091-008-000; 153-091-009-000; 153-091-010-000
Scagliotti	153-071-034-000; 153-071-035-000; 153-071-036-000; 153-071-011-000
Natividad	211-013-012-000
Noon	153-091-003-000

3. The Reimbursement Charges are hereby approved as follows: The Sponsor shall be reimbursed for the actual and estimated Annexation Costs and Entitlement Costs, along with interest (as defined in the Reimbursement Ordinance and as described in the Analyst’s Report) by each of the property owners within the Zone of Benefit, as follows (the “Reimbursement Charge”):

Owners ¹	Eligible Acres	Percent Allocation	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor
Christensen Trust	139.25	25.27%	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell College Foundation	162.21	29.44%	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	5.87%	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	4.61%	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	1.46%	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	100.00%	\$10,036	\$3,686,387	\$14,746	\$3,671,642

4. The methodology used to calculate the Reimbursement Charge owed by each Responsible Property Owner is based on a pro-rata developable acreage basis. The total amount of acreage within the Zone of Benefit is 776.75 less 225.72 acres of roads, drainage, school sites, and open space for a net developable acreage of 551.03.

¹ APNs shown in Paragraph 2, above.

5. The Reimbursement Charge established pursuant to this Resolution shall be paid by a Responsible Owner as a precondition to making application for the first City approval for any of the following: (i) a statutory development agreement for any portion of their property within the Zone of Benefit; (ii) a tentative subdivision map or parcel map to subdivide any portion of their property within the Zone of Benefit; (iii) any permit or land use entitlement for the development of any portion of their property within the Zone of Benefit. A Responsible Owner of property within the Zone of Benefit shall have no obligation to pay the City unless and until the owner of such property or a representative of such owner, applies to obtain approval from the City to develop their property within the Zone of Benefit or to obtain approval as set out in this section.
6. The City shall maintain a separate account for collection of the Reimbursement Charges and shall immediately pay to Sponsor a percentage of the amount so collected as specified in this Resolution until the full reimbursement of the amount of Reimbursement Charge specified in this Resolution has been paid.
7. Responsible Owners shall receive credit against the Reimbursement Charge levied against their property pursuant to this Resolution for costs which the Responsible Owner has actually paid through the Zone of Benefit or other verifiable means.
8. Whenever a Reimbursement Charge obligation of the Responsible Owner has been paid in full and permanently satisfied, the City shall prepare and record a Notice of Release of Reimbursement Lien identifying by assessor's parcel number and Responsible Owner's property being released.
9. The Sponsor's right to the Reimbursement Charge reimbursement is assignable and transferable, including but not limited to collateral assignment to the Sponsor's lender, after written notice is delivered to the City advising the City to whom future payments are to be made and after the City has given its written consent to such assignment or transfer, which consent will not be unreasonably withheld or conditioned.
10. Reimbursement Charges shall mature and become due and payable in full by Responsible Owners on or before January 13, 2036, (ten (10) years after the adoption of this Resolution, establishing the Reimbursement Charges).
11. Reimbursement Charges shall be collected by the City for a period of 20 years. If the Sponsor has not recovered its share of the Reimbursement Charges, the Sponsor may request that the City continue to collect the Reimbursement Charges for an additional 10 years. Such request shall be made in writing to the City Manager at least 120 days prior to the expiration of the 20-year period.

12. Collection of the Reimbursement Charges shall cease when the Sponsor has recovered its full share of the Reimbursement Charges or a period of 20 years has lapsed (or 30 years if extended as provided for above), whichever occurs first.
13. The Zone of Benefit and Reimbursable Charges owed to a Sponsor by the Responsible Property Owners runs with the land and shall be binding on all successors in interest and assigns of any of the Responsible Property Owner of property with the Zone of Benefit.
14. The City Manager shall cause a certified copy of this Resolution to be recorded in the office of the County Recorder for Monterey County, reflecting the amount levied against each Responsible Owner's Affected Property within the Zone of Benefit.
15. Upon approval of this Resolution, the City Manager shall cause a certified copy of this Resolution to be sent by the City by certified mail to the Sponsor and to all property owners affected by the Zone of Benefit.

PASSED AND APPROVED this 13th day of January 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachments: November 2025 Report, Willdan Financial Services

ORDINANCE NO. 2590 (N.C.S.)

AN ORDINANCE AMENDING ORDINANCE NO. 2549 REGARDING THE ESTABLISHMENT OF A ZONE OF BENEFIT AND REIMBURSEMENT OF COSTS INCURRED IN CONNECTION WITH THE ANNEXATION AND THE ENTITLEMENT OF LANDS IN THE NORTH OF BORONDA FUTURE GROWTH AREA

WHEREAS, on June 3, 2014, the Salinas City Council adopted an ordinance (Ordinance No. 2549) that establishes the method to reimburse a person or the City for financing certain costs and expenses related to the annexation and the entitlement of lands in the North of Boronda Future Growth Area ("FGA"); and

WHEREAS, the FGA consists of four planning areas for the purposes of preparing and processing specific plans and environmental review, namely (1) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; (2) the Central Area, being portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; (3) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and (4) the portions of the West Area included within the adopted Gateway Center Specific Plan; and

WHEREAS, each of the three of the planning areas (the West, the Central, and the East) includes areas which were either not annexed into the City when the FGA was annexed to the City in 2007 or which have no feasible development opportunities given their shape, size, topography, designation for use as a school site, or location within the planning area relative to the uses planned within the planning areas ("undevelopable areas"); and

WHEREAS, the undevelopable areas will not participate in sharing on a proportionate basis their fair share of the Annexation Costs and the City Costs, as those terms are defined in Ordinance No. 2549; and

WHEREAS, the Salinas City Council finds that given the undevelopable areas will not share in the Annexation Costs and the City Costs, the undevelopable areas should not be included when calculating the fair share of the Annexation Costs and the City Costs to be borne on a proportionate basis by each Sponsor, as that term is defined in Ordinance No. 2549; and

WHEREAS, in order to exclude the undevelopable areas from the calculation of the fair share costs, Ordinance No. 2549 must be amended; and

WHEREAS, the Salinas City Council finds and declares that the adoption of this Ordinance and the implementation of this Ordinance are exempt from the provisions of the California Environmental Quality Act in that it can be seen with certainty that there is no possibility that the adoption and the implementation of this Ordinance may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3)].

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS that Ordinance No. 2549 shall be amended as follows:

SECTION 1. Subdivision (8) of Section 3 shall be amended in its entirety to read as follows:

“(8) Proportionate Share. A percentage derived from a fraction in which the denominator shall be the total number of Developable Acres in the Zone of Benefit and the numerator shall be the number acres within the Zone of Benefit owned by an Owner.”

SECTION 2. Subdivision (15) shall be added to Section 3 and shall read as follows:

“(15) Developable Acres. Land which was annexed to the City in 2007 as a part of the North of Boronda Future Growth Area which may be feasibly developed and which is not otherwise restricted from development because of its shape, size, topography, designation for use as a school site, or location within the planning area relative to the uses planned within the planning areas.”

SECTION 3. SEVERABILITY. If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The Salinas City Council hereby declares that it would have passed this Ordinance, and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the Ordinance would be subsequently declared invalid or unconstitutional.

PASSED AND ADOPTED this 21st day of February, 2017, by the following vote:

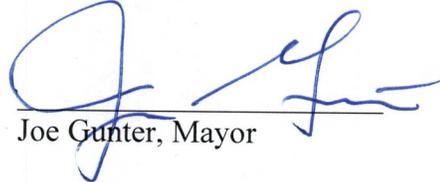
AYES: Councilmembers: Barrera, Craig, Davis, De La Rosa, McShane, Villegas and Mayor Gunter

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

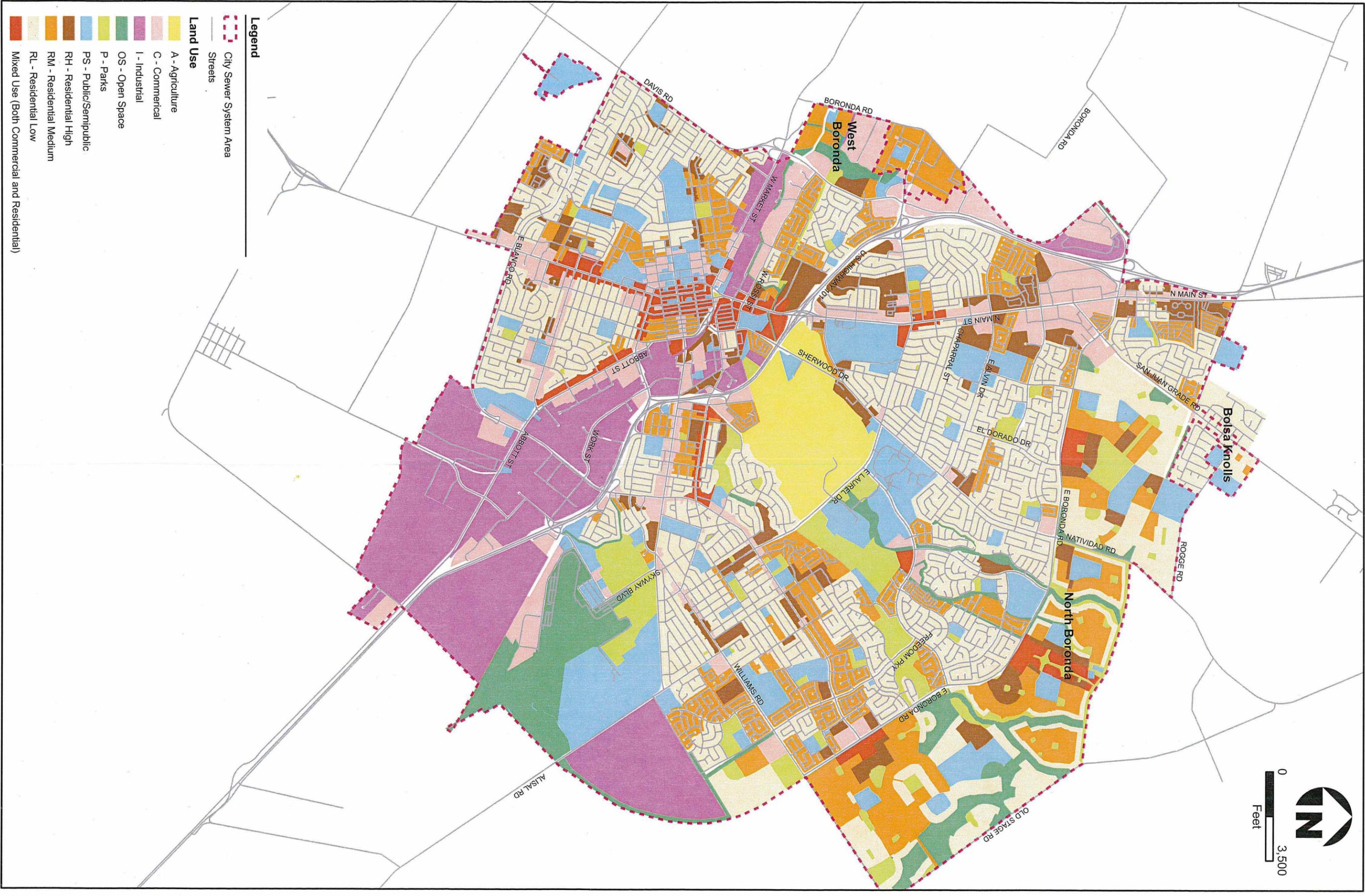


Joe Gunter, Mayor

ATTEST:



Patricia M. Barajas, City Clerk





West Area Specific Plan



- LEGEND**
- NEIGHBORHOOD EDGE RESIDENTIAL (NE)
 - NEIGHBORHOOD GENERAL 1 RESIDENTIAL (NG-1)
 - NEIGHBORHOOD GENERAL 2 RESIDENTIAL (NG-2)
 - MIXED USE VILLAGE CENTER
 - SCHOOLS
 - COMMUNITY PARK
 - NEIGHBORHOOD PARKS (WA-1 TO WA-4)
 - SMALL PARKS (WS-1 TO WS-6)
 - OPEN SPACE
 - STORM WATER DETENTION / RETENTION
 - FRAMEWORK STREETS
 - # WATER WELL / TREATMENT SITES

FIGURE 5
Specific Plan
Land Use Map





CENTRAL AREA ZONING DISTRICT PLAN LEGEND

MAP COLOR	ZONING DISTRICT
[Red]	VILLAGE CENTER - B
[Pink]	VILLAGE CENTER - A
[Brown]	NEIGHBORHOOD GENERAL - C
[Orange]	NEIGHBORHOOD GENERAL - B
[Yellow]	NEIGHBORHOOD GENERAL - A

CENTRAL AREA ZONING DISTRICT PLAN LEGEND

MAP COLOR	ZONING DISTRICT
[Tan]	NEIGHBORHOOD EDGE - B
[Light Yellow]	NEIGHBORHOOD EDGE - A
[Blue]	PUBLIC, QUASI PUBLIC RELIGIOUS ASSEMBLY
[Green]	PARKS
[Light Green]	OPEN SPACE / PATHS

DRAFT

SECTION 1 - INTRODUCTION
FIGURE 1.07
ZONING DISTRICT MAP
CENTRAL AREA SPECIFIC PLAN

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney

ORDINANCE NO. 2549 (N.C.S.)

AN ORDINANCE PROVIDING FOR THE ESTABLISHMENT OF A ZONE OF BENEFIT
AND REIMBURSEMENT FOR COSTS INCURRED IN CONNECTION WITH THE
ANNEXATION AND ENTITLEMENT OF LANDS IN THE NORTH OF BORONDA
FUTURE GROWTH AREA

WHEREAS, the North of Boronda Future Growth Area (the "FGA") consists of approximately 2,388 acres of land within the city limits of the City of Salinas. The FGA is bounded on the south and southeasterly side by East Boronda Road between San Juan Grade Road and Williams Road; on the west side by San Juan Grade Road; and on the southeasterly side by Williams Road. The northerly boundary of the FGA is the northern and northeasterly boundary of the City of Salinas Sphere of Influence between San Juan Grade Road and Williams Road as adopted by the Monterey County Local Agency Formation Commission on May 19, 2008 by Resolution No. 08-09. The boundaries of the FGA are depicted on Exhibit "A" attached, and includes the Monterey County Assessor Parcels listed in Exhibit "B" attached; and

WHEREAS, the FGA is planned for up to 11,485 dwelling units and up to 3,992 million square feet of commercial/retail/mixed use and public and semi-public uses; and

WHEREAS, planning for the FGA was initiated with the adoption of the City's General Plan. An environmental impact report (the "EIR") was prepared and certified in connection with the adoption of the General Plan. The City's Sphere of Influence ("SOI") was amended to include the FGA, and the FGA was annexed to the City in 2007. A supplemental environmental impact report (the "SEIR") to the Salinas General Plan Final Program EIR was prepared and certified in connection with the SOI amendment and the annexation; and

WHEREAS, the preparation and certification of the SEIR, the SOI amendment and the annexation of the FGA benefitted all of the lands within the FGA; and

WHEREAS, the costs of the SOI amendment, the annexation procedures and SEIR (the "Annexation Costs") were paid by some, but not all, of the owners of the lands within the FGA and the city of Salinas; and

WHEREAS, the City incurred costs and expenses related to the preparation and certification of the SEIR, the SOI amendment and the annexation of the FGA (the "City Costs"), which efforts benefitted all of the lands and the property owners and developers within the FGA, which costs and expenses should be paid by the property owners and the developers; and

WHEREAS, the Annexation Costs and the City Costs should be borne fairly and proportionately by the owners of the property within the FGA annexed to the City and benefitted thereby; and

WHEREAS, the FGA is zoned New Urbanism Interim (NI) to provide a transitional zone for the future growth of the City; and

WHEREAS, all development within the FGA requires the preparation and adoption of statutory specific plans providing for the systematic implementation of the City's general plan within the FGA (Article 8 of Chapter 3 of the California Government code, commencing with Section 65450), and prepared in accordance with the New Urbanism design standards contained in the Salinas Zoning Code (Article 6, Division 15 of the Salinas Zoning Code, commencing with Section 37-60.1150); and

WHEREAS, the City has determined that the adoption of specific plans within the FGA will require compliance with the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code 21000-21177) and the CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, Sections 15000-15387); and

WHEREAS, the City has determined that the FGA shall consist of four (4) planning areas for the purposes of preparation and processing of specific plans and environmental review: a) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; b) the Central Area, being the portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; c) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and d) the portions of the West Area included within the adopted Gateway Center Specific Plan; and

WHEREAS, the costs incurred within each planning area associated with preparation of the specific plans and compliance with the provisions of CEQA, as well as the City Costs, should be borne fairly and proportionately by the owners of property within each planning area; and

WHEREAS, the City proposes to establish a system to implement and enforce such reimbursement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Adoption of Recitals. The City Council finds and declares that the foregoing recitals are true and correct.

SECTION 2. Purpose. This ordinance establishes the method to reimburse a person or the City for financing the City Costs, the Annexation Costs, and the Entitlement Costs. It is intended to be used to mitigate the cost of financing such activities by distributing those costs fairly and proportionately among the owners of property within the FGA, at the time those benefitted property owners exercise their development rights under one of the specific plans or otherwise make use of the preparation and approval of any of the specific plans.

SECTION 3. Definitions.

(1) Annexation. The annexation of approximately 2,388 acres to the City of Salinas and the Monterey Regional County Sanitation District as approved by the Local Agency Formation Commission of Monterey County on May 19, 2008.

(2) Annexation Costs. All costs actually incurred and paid in connection with the preparation, processing, and certification of the SEIR, the adoption of the SOI Amendment, the annexation of the FGA to the City, and the rezoning of the FGA, including, without limitation, staff, consultant, and CEQA costs.

(3) City Costs. All Annexation Costs and Entitlement Costs actually incurred, supported by invoice and cancelled check, and paid by the City including, without limitation, any interest charges imposed by the City, compliance with the provisions of CEQA and the CEQA Guidelines and costs incurred for City staff time and for consultants.

(4) Entitlement Costs. All costs actually incurred, supported by invoice, cancelled check, and paid in connection with the preparation, processing, and approval of any of the specific plans for lands within the FGA and compliance with the provisions of CEQA and the CEQA Guidelines in connection therewith.

(5) Non-Participating Owner. An owner of land within a Zone of Benefit who did not pay any of its Proportionate Share of the Annexation Costs or the Entitlement Costs, or paid less than its Proportionate Share of such costs.

(6) Owner. A Person owning land within a Zone of Benefit.

(7) Person. An individual or any legal entity, including the City.

(8) Proportionate Share. A percentage derived from a fraction in which the denominator shall be the total number of acres in the Zone of Benefit and the numerator shall be the number of acres within the Zone of Benefit owned by an Owner.

(9) Reimbursement. Payment to the City and to Persons who actually incurred and paid Annexation Costs and Entitlement Costs from Reimbursement Charges collected from property owners within a Zone of Benefit established pursuant to this ordinance. In the case of the City, Reimbursements shall be 100% of the City Costs. In the case of other Persons, Reimbursements shall be in an amount equal to the Annexation Costs and Entitlement Costs actually incurred and paid by the Person being reimbursed in excess of that Person's Proportionate Share of such costs as determined pursuant to Sections 7 and 8 of this Ordinance.

(10) Reimbursement Charge. The amount of reimbursement to be paid by a non-participating owner as determined pursuant to Sections 7 and 8 of this Ordinance. The Reimbursement Charge is not intended to limit or replace, and is an addition to, any other development fees or charges imposed by the City or any assessment that may be levied by any assessment district.

(11) SEIR. The Supplement to the Salinas General Plan Final Program EIR certified by the Salinas City Council on December 11, 2007.

(12) SOI Amendment. The Comprehensive Amendment to Update the Spheres of Influence of the City of Salinas and the Monterey Regional Sanitation District approved by the Local Agency Formation Commission of Monterey County on May 19, 2008.

(13) Sponsor. A Person who has paid more than its Proportionate Share of the Annexation Costs or the Entitlement Costs, and who joins in initiating a Zone of Benefit pursuant to this Ordinance.

(14) Zone of Benefit. The area benefitted by the SOI Amendment, the Annexation, or the preparation, processing, and approval of any of the specific plans for lands within the FGA and compliance with the provisions of CEQA and the CEQA Guidelines in connection therewith.

SECTION 4. Initiation of Proceedings.

(1) Any Person seeking to prepare and process a specific plan within one of the FGA planning areas (the "Sponsor") may apply to the City to form a Zone of Benefit covering that planning area.

(2) An application to form a Zone of Benefit shall include the following:

(a) Annexation Costs. A detailed accounting of the Annexation Costs including, but not limited to, (i) the costs of preparation and processing of the SEIR, the SOI

Amendment and the Annexation proceedings, (ii) fees, costs and reimbursements paid to the City in connection with the processing of the SEIR, the SOI amendment and the Annexation of the FGA, (iii) costs incurred by the Sponsor for preparation of technical documents and studies, legal, engineering, planning, fiscal, and other consultants, interest as provided herein, and all other costs in connection with the SOI Amendment and Annexation of the FGA. All Annexation Costs requested for reimbursement are subject to verification and approval by the City.

(b) Entitlement Costs. A detailed accounting of the Entitlement Costs already paid or incurred, including time records of the Sponsor's employees for which reimbursement is claimed, together with a detailed estimate of Entitlement Costs yet to be incurred and paid, including, but not limited to (i) the costs of preparation and processing of a specific plan for all or a portion of the proposed Zone of Benefit, (ii) the cost of preparing and processing the environmental impact report or other environmental document in connection with a specific plan for all or a portion of the proposed Zone of Benefit, (iii) fees, costs and reimbursements paid or to be paid to the City in connection with the processing of the specific plan, and the related environmental impact report or other environmental document, (iv) costs incurred by the Sponsor for preparation of technical documents and studies, legal, engineering, planning, fiscal, and other consultants, interest as provided herein, and all other costs in connection with the preparation and processing of the specific plan and the environmental impact report or other environmental document in connection with the specific plan for all or part of the proposed Zone of Benefit (the "Cost Estimate"). All Entitlement Costs requested for reimbursement are subject to verification and approval by the City.

(c) Interest. A detailed accounting of interest for which the Sponsor seeks reimbursement. Annexation Costs and Entitlement Costs approved for reimbursement pursuant to this Ordinance shall, at the option of the Sponsor, bear interest at six percent (6%) per annum simple interest from the date such costs were actually expended, to the date of the adoption of the resolution provided in Section 8 of this ordinance. The amount of Annexation Costs and Entitlement Costs subsequently authorized for reimbursement by the resolution adopted pursuant to Section 8 of this ordinance shall thereafter bear interest at the rate of eight percent (8%) per annum simple interest from the date of adoption of the resolution. All interest requested for reimbursement is subject to verification and approval by the City.

(d) A narrative explaining why the Sponsor believes the costs included in the Cost Estimate are eligible for reimbursement pursuant to this ordinance.

(e) Documentation showing that the Sponsor informed the other property owners within the planning area of the actual costs incurred and/or anticipated to be incurred, that

the Sponsor attempted to gain financial participation from the other owners within the planning area, and that the Sponsor intends to seek reimbursement pursuant to the provisions of this ordinance.

(f) A map showing the properties to be included in the proposed Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all of the owners of lands within the proposed Zone of Benefit as shown on the latest equalized assessment roll.

(g) A narrative explaining how the Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit on an acreage basis, or on some other basis that the Sponsor believes will fairly and proportionately spread the Annexation Costs, the Entitlement Costs, and the City Costs among the properties within the Zone of Benefit (the "Methodology"), which is deemed to fairly and proportionately represent the benefit rendered to such properties by the expenditure of such costs.

(h) The extent to which the Annexation Costs and the Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, rezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the proposed Zone of Benefit would be required, in order to receive approval for future development, to annex their property to the City, obtain rezoning, prepare specific plans, environmental impact reports or other environmental documents in connection with such approvals;

(i) The name and address of the Person(s) to be reimbursed, and the amount of reimbursement claimed by each as of the date of submittal.

The City may request the submittal of any additional information it determines to be relevant and necessary. The City shall have no obligation to review or to process such application until it determines that the application includes all information required by this Section 4, including such additional information it reasonably determines to be relevant and necessary as provided herein.

SECTION 5. Analyst's Report.

(1) Upon receipt of a Zone of Benefit application, the City Engineer or other qualified person selected by the City Manager ("Analyst") shall review the application for the establishment of a Zone of Benefit. Within thirty (30) days after receipt of the application, the Analyst shall determine whether the application is complete and notify the City Manager in writing either that the application is complete, or describe the specific information needed

to complete the application. The City Manager shall thereupon promptly notify the Sponsor of the Analyst's determination. Within sixty (60) days after the application is found complete, the Analyst shall prepare and submit a report (the "Analyst's Report") containing the Analyst's recommendations to the City Council for consideration. If the Analyst is a City employee, the costs of the Analyst's services shall be paid by the City, subject to reimbursement pursuant to this ordinance. If the Analyst is an outside consultant not an employee of the City, the costs of the Analyst's services shall be paid by the Sponsor, subject to reimbursement pursuant to this ordinance. The Analyst's Report shall include the following information:

(a) Confirmation that i) the Sponsor has or has not incurred and expended the costs for which the Sponsor seeks reimbursement, and ii) the costs were incurred and expended in furtherance of the annexation and entitlement of the properties within the Zone of Benefit;

(b) A detailed accounting of the City Costs to be reimbursed;

(c) A verification of the Cost Estimate and the portion of the Cost Estimate for which each Sponsor (including the City) should be reimbursed in accordance with this ordinance;

(d) The Analyst's recommendation, based upon the Methodology, of the amount of costs to be reimbursed by each property owner within the Zone of Benefit to each Sponsor, including the City, considering the following factors:

- i. The total amount of Annexation Costs allocated to each Sponsor;
- ii. The total amount of Entitlement Costs allocated to each Sponsor;
- iii. The total amount of City Costs to be reimbursed to the City;
- iv. The amount by which the Annexation Costs and Entitlement Costs incurred by each Sponsor exceeds that Sponsor's fair share of such costs;
- v. The total amount of reimbursement to be charged each Non-Participating Owner within the Zone of Benefit;
- vi. Any prior contributions by the Non-participating Owners that should be credited against their proposed reimbursement obligation;
- vii. The amount of each Non-Participating Owner's reimbursement obligation to each Sponsor expressed as a dollar amount and as a percentage of that Non-Participating Owner's total reimbursement obligation;
- viii. An explanation of any differences between the Sponsor's proposal and the Analyst's recommendations.

(2) The costs to be reimbursed to each Sponsor shall be limited to that portion of the following costs that exceeds the Sponsor's fair share of such costs: (i) the actual costs of preparation and processing of the SEIR, the SOI Amendment and the Annexation proceedings, (ii) the actual costs of preparation and processing of a specific plan for the Zone of Benefit, (iii) the actual cost of preparing and processing the environmental impact report or other environmental document in connection with the specific plan for the Zone of Benefit, (iv) the actual costs and reimbursements paid or to be paid to the City in connection with the preparation and processing of the SEIR, the SOI Amendment and the Annexation of the FGA, the specific plan and the environmental impact report for the Zone of Benefit, (v) actual costs incurred by the Sponsor for legal, engineering, planning, fiscal and other consultants in connection with the SEIR, the SOI Amendment and the Annexation of the FGA and the preparation and processing of a Specific Plan for the Zone of Benefit, the environmental impact report or other environmental document in connection with the specific plan for the Zone of Benefit, and for City staff time charged in connection with such matters, (vi) the cost of accounting for such costs, and (viii) interest as provided in Section 4(2)(c) of this ordinance on each Non-Participating Owner's share of the reimbursable costs.

SECTION 6: Formation of Zone of Benefit.

(1) Upon the City Manager's receipt of the Analyst's Report, the City shall set a public hearing before the City Council to consider the application and the Analyst's Report. The procedure for establishing the Zone of Benefit shall be as set forth in the Municipal Improvement Act of 1913 (Streets & Highways Code Section 10000, *et seq.*) and shall include the procedures set forth in this ordinance. Not less than forty-five (45) days before the hearing, notice of the hearing shall be: (1) published in a newspaper of general circulation, and (2) mailed by regular mail to the Sponsor and to all property owners within the proposed Zone of Benefit as shown on the latest equalized assessment role in the County Assessor's office. Notice shall be deemed effective on the date of mailing. Failure to receive notice by the Sponsor or affected property owners shall not invalidate or otherwise affect formation of the Zone of Benefit.

(2) The notice shall:

(a) State that a Zone of Benefit has been proposed that includes the property of the person receiving notice;

(b) Briefly describe the Zone of Benefit, the amount (or estimated amount) of costs to be reimbursed; the reason for the reimbursement of the costs; and the circumstances under which the costs must be reimbursed;

(c) Set the time, date, and location of the hearing; and

(d) Include such other information as may be required by the City or in the noticing required under the Municipal Improvement Act of 1913 for the establishment of an assessment district, including provisions for a majority protest.

SECTION 7. Hearing.

At the hearing, the City Council shall consider:

(1) The Sponsor's application;

(2) The Analyst's Report;

(3) The proper boundaries for the Zone of Benefit, taking particular consideration of all properties contiguous to or otherwise located so as to directly benefit from the Annexation Costs and the Entitlement Costs, but excluding lands located outside the FGA as described in this Ordinance;

(4) The actual and estimated costs for which the Sponsor may be reimbursed pursuant to this Ordinance. The Sponsor shall not be entitled to reimbursement for any costs in excess of actual costs incurred and paid by the Sponsor. If the Zone of Benefit is formed before actual costs are known, the Reimbursement Charge may be based on estimated costs. If estimated costs are used, the resolution adopting the Reimbursement Charge shall provide for a recalculation of the Reimbursement Charge within six (6) months following final approval of the specific plan and the expiration of all applicable statutes of limitation to reflect the actual costs, whether less than or more than the estimated costs; and

(5) All written protests against establishment of the Zone of Benefit and/or levying of the Reimbursement Charge. If a written protest against a proposed fee or charge is presented by owners of a majority (greater than 50%) of the identified parcels of land within the proposed Zone of Benefit, the City shall not establish the Zone of Benefit or levy the Reimbursement Charge against the parcels within the Zone of Benefit.

SECTION 8. Resolution.

(1) If the Council determines that formation of a Zone of Benefit is appropriate, the Council shall establish that Zone of Benefit by resolution (the "Resolution"). The Resolution shall:

(a) Establish the area of the Zone of Benefit, a listing by assessor's parcel number of all properties within the Zone of Benefit and the Owner thereof as established by the latest equalized assessment role in the County Assessor's office, the Zone of Benefit formation date, and the date when the right of reimbursement ends.

(b) Set forth the actual and estimated cost of the Annexation Costs and the Entitlement Costs for which the Sponsor shall be reimbursed by each Non-Participating Owner.

(c) Set forth the actual and estimated cost of the City Costs for which the City shall be reimbursed by each Owner.

(d) Establish the Reimbursement Charge methodology and show an example of the methodology used to calculate the Reimbursement Charge. The City Council may confirm, amend, alter, modify or correct the Analyst's Methodology.

(e) Establish the amount of each Owner's reimbursement obligation to each Sponsor and to the City (the "Reimbursement Charge") expressed as a dollar amount and as a percentage of that property owner's total reimbursement obligation.

(f) Specify a maturity date ten (10) years from the date of adoption of the Resolution.

(2) Upon adoption of the Resolution, a certified copy of the Resolution shall be sent by the City by certified mail to the Sponsor and to all affected Owners, and recorded in the office of the County Recorder to provide notice to potential purchasers of property within the Zone of Benefit. Failure to make such a recording shall not affect the legality of the formation of the Zone of Benefit or the obligation to pay the Reimbursement Charge. The Sponsor shall be responsible for paying all recording and mailing costs incurred by the City.

SECTION 9: Post-Resolution Entitlement Costs

(1) The Resolution shall be amended from time to time, but not more frequently than annually, upon application of a Sponsor to provide for reimbursement of Entitlement Costs incurred subsequent to the initial adoption of the Resolution.

(2) An application for amendment of the Resolution as provided in this Section 9 shall include the information required by sub-sections (2)(b) through (h) of Section 4 of this ordinance.

(3) Adoption of an amendment to the Resolution shall require review and recommendation by an Analyst as required by Section 5 of this ordinance, notice and hearing as required by Sections 6 and 7 of this ordinance, and adoption and recordation of the amended Resolution as provided in Section 8 of this ordinance.

(4) A final amendment of the Resolution reflecting all Entitlement Costs for the Zone of Benefit shall be adopted pursuant to the provisions of this Section 9 upon the final approval of the specific plan for the Zone of Benefit, the expiration of all applicable statutes of limitation for legal challenge to such approval, and the entry of final judgment in any legal action challenging the approval of the specific plan.

SECTION 10. Non-Participating Owner Becoming a Sponsor.

(1) At any time prior to the adoption of the final amendment of the Resolution, a Non-Participating Owner may become a Sponsor by (1) submitting an application to the City to become a Sponsor, (2) paying to the City all Reimbursement Charges levied against the applicant by the latest amendment of the Resolutions, including accrued interest, in full, (3) payment to the City for reimbursement to the then-existing Sponsors of a Proportionate Share of the Reimbursement Charges attributable to Non-Participating Owners in the Zone of Benefit, including accrued interest; and (4) providing a written undertaking to assume responsibility for payment of a Proportionate Share of any subsequently incurred Entitlement Costs for the Zone of Benefit. Upon receipt of such payments from the applicant, the city shall promptly disburse the funds received as provided in sub-section (2) of Section 12 of this Ordinance.

(2) Upon a Non-Participating Owner becoming a Sponsor as provided in this Section 10, the City shall adopt and record an amended Resolution reflecting all payments, credits and adjustments to the Reimbursement Charges resulting therefrom.

SECTION 11. Legal Challenge.

Any legal action intended to challenge or contest the formation of the Zone of Benefit, the methodology, the amount of the Reimbursement Charge or any person's obligation to reimburse costs as set out in this ordinance shall be commenced within thirty (30) days after the adoption of the Resolution establishing the Zone of Benefit, as provided in California Code of Civil Procedure Section 329.5. The Sponsor(s) of a Zone of Benefit shall have the obligation to defend, indemnify, and hold the City and its officers and employees harmless from any and all claims or expenses arising out of the City's action to form a Zone of Benefit as set forth in this ordinance.

SECTION 12. Payment.

(1) An Owner of property within any Zone of Benefit ("Affected Property") shall pay the City, in addition to any other applicable fees and charges, the Reimbursement Charge established by the City pursuant to this ordinance as a precondition to making application for the first City approval for any of the following: (i) a statutory development agreement for any portion of the Affected Property; (ii) a tentative subdivision map or parcel map to subdivide any portion of the Affected Property; (iii) any permit or land use entitlement for the development of any portion of the Affected Property. An owner of Affected Property shall have no obligation to pay the City unless and until the owner of such Affected Property, or a representative of such owner, applies to obtain approval from the City to develop the Affected Property or to obtain approval as set out in this section.

(2) Reimbursement Charges shall be collected by the City from the owner or developer of the Affected Property. The City shall then immediately pay to the Sponsor a percentage of the amount so collected as specified in the Resolution until the full reimbursement of the amount of reimbursement specified in the Resolution (as most recently amended) has been paid.

(3) Owners shall receive credit against the reimbursement obligation levied against their property pursuant to this ordinance for costs included in the Reimbursement Charge which owner has actually paid through an assessment district, payment of an impact fee, or other verifiable means.

(4) Whenever a reimbursement obligation of an Owner has been paid in full and permanently satisfied, the City shall prepare and record a Notice of Release of Reimbursement Lien identifying by assessor's parcel number and Owner the property being released.

(5) The Sponsor's right to reimbursement is assignable and transferable, including but not limited to collateral assignment to the Sponsor's lender, after written notice is delivered to the City advising the City to whom future payments are to be made and after the City has given its written consent to such assignment or transfer, which consent will not be unreasonably withheld or conditioned.

(6) Collection of the Reimbursement Charge shall cease when all Sponsors have recovered their total share of the Reimbursement Charges.

(7) Notwithstanding anything to the contrary contained herein, Reimbursement Charges shall mature and become due and payable in full by Non-Participating Owners ten (10) years after the date of adoption of the Resolution establishing the Reimbursement Charges,

whereupon the Reimbursement Charges may be enforced against the Non-Participating Owners by any Sponsor.

(8) Reimbursement Charges shall be collected by the City for a period of 20 years. If the Sponsor has not recovered its share of the Reimbursement Charges, the Sponsor may request that the City continue to collect the Reimbursement Charges for an additional 10 years. Such request shall be made in writing to the City Manager at least 120 days prior to the expiration of the 20-year period.

(9) Collection of the costs shall cease when the Sponsor has recovered its share of the development costs or a period of 20 years has lapsed (or 30 years if extended as provided for above), whichever occurs first.

SECTION 13. Partial Invalidity

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

SECTION 14. Environmental Determination

The City Council finds and declares that the adoption and the implementation of this ordinance are exempt from the provisions of the California Environmental Quality Act in that it can be seen with certainty that there is no possibility that the adoption and the implementation of this ordinance may have a significant effect on the environment. [CEQA Guidelines Section 15061(b)(3)]

SECTION 15. Effective Date

This ordinance shall take effect thirty (30) days from and after its adoption.

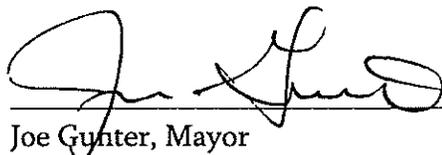
This ordinance was introduced and read on the 20th day of May, 2014, and passed and adopted on the 3rd day of June, 2014, by the following vote:

AYES: Councilmembers: Barrera, Castañeda, Craig, De La Rosa, McShane, and Mayor Gunter

NOES: None

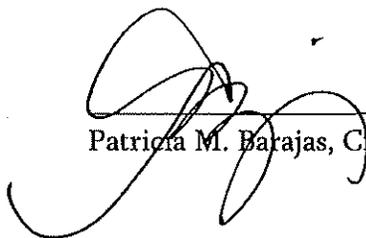
ABSENT: Councilmember Lutes

ABSTAIN: None



Joe Gunter, Mayor

ATTEST:

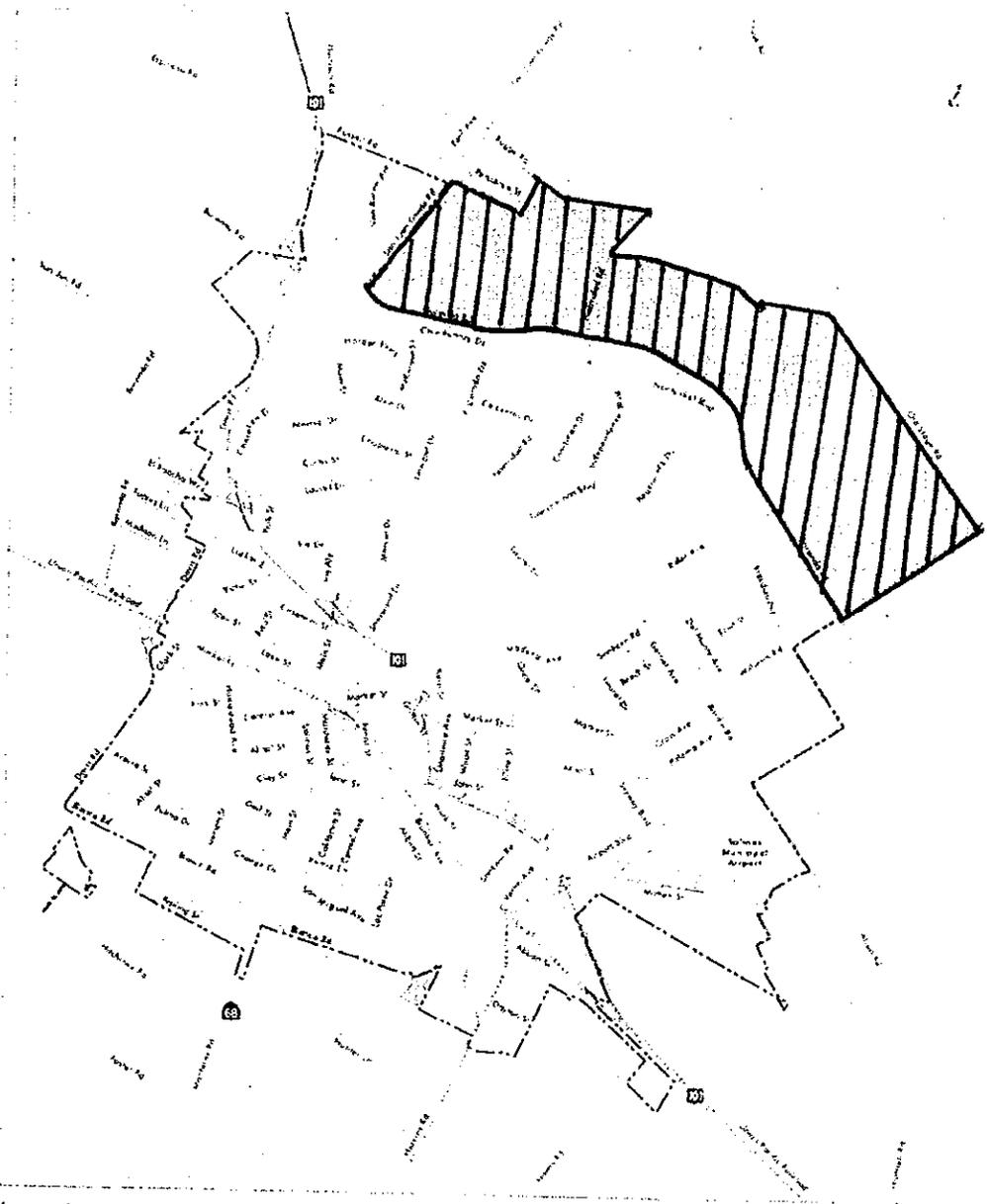


Patricia M. Barajas, City Clerk

APPROVED AS TO FORM:



Christopher A. Callihan, City Attorney



Legend



FGA

EXHIBIT "A"

MONTEREY COUNTY ASSESSOR PARCELS IN FGA

153-101-08, 211-231-12, 153-111-07, 153-091-01, 153-111-03,
153-071-35, 153-071-34, 153-111-06, 211-011-10, 211-231-12, 211-231-13,
153-111-04, 153-091-05, 153-091-03, 153-071-36, 153-071-11, 153-111-05,
211-231-16, 211-011-03, 211-011-09, 153-091-09, 153-091-08, 153-091-10,
153-091-07, 211-011-08, 211-011-02, 153-091-06, 211-231-59, 211-231-60,
211-231-61, 153-101-05, 211-013-04, 211-011-11, 211-011-01, 153-101-06,
153-101-07, 153-111-08, 153-111-09, 153-111-02, 153-111-01, 153-210-24,
153-210-12, 153-011-062, 153-011-064, 153-011-006, 153-011-005, 153-021-
011, 153-021-026, 153-021-019, 153-011-043, 153-021-017, 153-021-090,
153-021-016, 153-011-008, 153-011-009, 153-011-042

EXHIBIT 'B'



City of Salinas

North of Boronda FGA Central Area

Zone of Benefit Application
Analyst Report

November 2025

27368 Via Industria
Suite 200
Temecula, CA 92590
T 951.587.3500 | 800.755.6864
F 951.587.3510 | 888.326.6864

Property Tax Information Line
T. 866.807.6864

www.willdan.com



**CITY OF SALINAS
NORTH OF BORONDA FGA CENTRAL AREA
ZONE OF BENEFIT APPLICATION
ANALYST REPORT**



Prepared for

CITY OF SALINAS
200 Lincoln Avenue
Salinas, CA 93901
(831) 758-7381

Prepared by

WILLDAN FINANCIAL SERVICES
27368 Via Industria, Suite 200
Temecula, CA 92590
T. (951) 587-3500 (800) 755-6864
F. (951) 587-3510 (888) 326-6864

Property Tax Information Line
T. 866.807.6864

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- A. DOCUMENTATION OF COSTS
- B. PAST REIMBURSEMENTS AND CREDITS

II. SUMMARY OF COSTS

- A. SUMMARY OF SPONSOR COSTS
- B. SUMMARY OF CITY COSTS

III. COST ALLOCATION AND ANALYSIS

- A. ALLOCATION METHDOLOGY
- B. AGGREGATE COSTS AND ALLOCATION
- C. REIMBURSEMENT CHARGES FOR OWNERS

CONCLUSIONS AND RECOMMENDATIONS

- A. CONCLUSIONS
- B. RECOMMENDATION

EXHIBITS

- EXHIBIT A: ZONE OF BENEFIT APPLICATION
- EXHIBIT B: BOUNDARY DIAGRAM

INTRODUCTION

The information provided in this report is derived primarily from the City of Salinas (“City”) Ordinance No. 2549, Ordinance No. 2590, and East Boronda LLC’s (the “Sponsor’s”) submitted Zone of Benefit (ZOB) Application.

The North of Boronda Future Growth Area (FGA) consists of four planning areas for the purposes of preparing and processing specific plans and environmental review, namely (1) the West Area, being portions of the FGA lying between San Juan Grade Road and Natividad Road; (2) the Central Area, being portions of the FGA lying between Natividad Road and the extension of Constitution Boulevard; (3) the East Area, consisting of the portions of the FGA lying between the extension of Constitution Boulevard and Williams Road; and (4) the portions of the West Area included within the adopted Gateway Center Specific Plan. This ZOB analysis is related to the Central Area.

The costs incurred within each planning area associated with preparation of the specific plans and compliance with the provisions of CEQA, as well as the City Costs, should be borne fairly and proportionately by the owners of property within each planning area. The City established a system to implement and enforce such a reimbursement via Ordinance No. 2549 which requires the formation of a ZOB covering the relevant planning area. The City has received such an application from the Sponsor and selected Willdan Financial Services to serve as the “Analyst”. The Analyst shall review the application and prepare a report (the “Analyst Report”) with the Analysts’ recommendations to the City Council.

A. ORDINANCE AUTHORITY

Ordinance No. 2549 was introduced and read on the 20th day of May 2014 and passed and adopted on the 3rd day of June 2014. On February 21st, 2017, Ordinance No. 2590 was adopted and amended Ordinance No. 2549 to exclude undevelopable areas from the calculation of the fair share costs.

B. ZOB BOUNDARIES AND DEVELOPMENT SUMMARY

The Future Growth Area (FGA) in Salinas comprises approximately 2,388 acres within the City limits, generally bounded on the south and southeast by East Boronda Road, on the west by San Juan Grade Road, and on the northeast by Williams Road. Its northern limit follows the City’s Sphere of Influence as adopted by the Monterey County Local Agency Formation Commission (LAFCO) in Resolution No. 08-09 (May 19, 2008).

Within the FGA, the Sponsor’s ZOB Application focuses on the Central Area, specifically the portion lying between Natividad Road and the extension of Constitution Boulevard. According to the Sponsor’s attached map (see Application Attachment C), the Central Area comprises both “chargeable” and “non-

chargeable” parcels totaling roughly 776.73 acres, benefiting from, or otherwise subject to, the annexation and entitlement costs for which the Sponsor seeks reimbursement. These boundaries correspond to the parcels listed in the Application ledger and have been submitted to the City as the proposed ZOB.

The full FGA is planned for up to 11,485 dwelling units and 3.992 million square feet of commercial/retail/mixed-use and public/semi-public development. The Central Area specifically will accommodate a portion of that buildout under its own specific plan and CEQA documentation, consistent with the City’s phased approach to FGA planning.

By forming a Zone of Benefit in this Central Area, the City can ensure that property owners who benefited from the Sponsor’s annexation and entitlement efforts pay their proportional share, as required under Ordinance Nos. 2549 and 2590 (collectively, the “Ordinances”).

I. CONFIRMATION OF EXPENDITURES

This section reviews the costs incurred by the Sponsor(s), verifying (1) that each claimed item was indeed paid, (2) that it is consistent with Ordinance Nos. 2549 and 2590, and (3) that it qualifies as a necessary Annexation Cost, Entitlement Cost, or City-Incurred Cost (as defined in the Ordinances).

A. DOCUMENTATION OF COSTS

The Sponsor provided a comprehensive ledger of allocated internal and consultant costs, invoices and proof-of-payment records as part of their ZOB Application, attached as **Exhibit A**. Attachments were not included in Exhibit A but are on file with the City and the Analyst. These line items fall primarily into (1) Pre-Annexation Engineering, (2) Environmental Documents for CEQA compliance, (3) Legal Defense of EIR challenges, and (4) City-incurred application fees. The Analyst reviewed these materials according to the reasonableness standard to confirm each cost was actually paid by the Sponsor on or about the date stated.

After review, we as the Analyst have determined that \$33,854.27 in ineligible political and marketing expenses had been included. The Sponsor provided an updated ledger with those costs removed.

B. PAST REIMBURSEMENTS AND CREDITS

Prior to submitting this Zone of Benefit (ZOB) application, the Sponsor received one partial reimbursement of \$297,841 from Harrod Construction Company (Christensen Trust) in 2008. These amounts will be credited toward that owner’s final Reimbursement Charge. All other Non-Participating Owners have no recorded payments and are thus credited \$0.

Additionally, in January 2001, Hartnell/Matsui entered into an option agreement with CreekBridge Homes/East Boronda LLC for the property described in this report as belonging to Hartnell. The contract granted CreekBridge Homes/East Boronda an initial five-year purchase option, renewable for up to ten one-year extensions, in exchange for annual option payments. Section 4.2 of this agreement assigns CreekBridge Homes/East Boronda LLC “sole responsibility” for obtaining and paying all subdivision mapping, environmental review and other costs related to development entitlements incurred during the option term.

II. SUMMARY OF COSTS

A. SUMMARY OF SPONSOR COSTS

The following table summarizes the costs incurred by the Sponsor for the annexation and entitlement of the ZOB.

Cost Category	Amount
Architectural Renderings	\$2,814.75
Market Studies & Reports	3,246.31
Lead Agency Processing Fees	3,532.01
Blueprints, Reprographics & Shipping	7,433.75
In-House Architect	10,958.89
SWPPP Preparation & Compliance	11,246.00
Financing Plan Consultant	11,629.59
Environmental Impact Report	18,875.56
Preliminary Architecture	24,859.52
Concept Landscape Architecture	27,743.84
Preliminary Geotechnical Investigations (Phase 1)	27,958.94
Preliminary Biological / Biotic Studies	42,714.89
Application & Filing Fees	63,275.28
Survey & Mapping	74,361.77
Geotechnical Engineering	99,437.83
Community Design Charrette	109,810.09
School Facilities Consultant	124,662.67
Preliminary Traffic Consultant	214,965.49
Land Planning Consultant	254,258.38
Legal Services – Entitlements	588,240.12
Legal Services – School District Litigation	638,288.92
City of Salinas Fees & Charges	643,944.77
Preliminary Civil Engineering	1,153,703.05
Project Design (Civil & Infrastructure)	1,551,143.02
Interest Accrued	1,624,587.86
Total	\$7,333,693.30

Interest is added to each sponsor-paid invoice to reflect the time value of money between the date of payment and the date the reimbursement is made. Consistent with best practices and the Ordinances, simple interest is applied monthly at an annual rate of six percent (6%) through the date of adoption of the Resolution creating the ZOB, and eight percent (8%) thereafter. Incorporating interest places early-year expenditures on equal footing with recent ones and provides a fair return to the Sponsors until their costs are recovered.

B. SUMMARY OF CITY COSTS

The City has incurred \$11,140 in consultant costs thus far and expects to incur an additional \$3,000 in consultant costs before the ZOB charge goes into effect. These costs have been incorporated into the analysis.

III. COST ALLOCATION AND ANALYSIS

A. ALLOCATION METHODOLOGY

Reimbursable costs are distributed on a pro-rata developable acreage basis as mandated by Ordinances 2549 and 2590. The total amount of chargeable acreage is 776.75 total acres less 225.72 acres of roads, drainage, school sites and open space for net chargeable acreage of 551.03.

For purposes of allocating expenditures to owners within the ZOB, all invoices have been divided into two periods: (1) Pre-2011 (the span during which the Option Agreement was in force, and (2) from 2011 to the present. During the Pre-2011 period, amounts that would have been charged to Hartnell properties have been assigned to East Boronda LLC.

Using net developable (i.e., chargeable) acres as the divisor ensures that only the land that can be subdivided, entitled, and ultimately developed bears the reimbursement burden, which satisfies the proportional-benefit standard set out in Ordinances 2549 and 2590. By removing rights-of-way, drainage corridors, open-space dedications, and other permanently undevelopable parcels from the denominator, the methodology (1) aligns each dollar of cost with property that will realize an increase in value from the Annexation and Specific Plan work, (2) avoids over-charging the developable acreage to subsidize land that confers a public benefit but yields no private development potential, and (3) mirrors the approach recommended in the aforementioned ordinances, thereby promoting consistency and administrative simplicity. This net-acre basis also conforms to Government Code nexus principles by establishing a clear, measurable relationship between the costs incurred and the parcels that directly benefit from those costs.

In reviewing the original application, Willdan pointed out that some of the gross acreages of the Assessor's Parcels were inconsistent with the data from the Monterey County Assessor. The Sponsor has corrected these inconsistencies. Since the actual number of net acres will not be finalized until a final map is recorded for the properties, the net acreages used for this analysis are subject to change.

The net acreage by owner data is provided in the table below.

ZOB Owner	Eligible Acres	Percent Allocation
East Boronda LLC	183.71	33.34%
Christensen Trust	139.25	25.27%
Hartnell	162.21	29.44%
Scagliotti	32.37	5.87%
Natividad	25.42	4.61%
Noon	8.07	1.46%
Total	551.03	100.00%

B. AGGREGATE COSTS AND ALLOCATION

The following table summarizes the Aggregate Annexation and Entitlement costs incurred by the Sponsor and allocated to each landowner in the ZOB according to the methodology in Section III.A above for the pre-2011 Option Period.

Central Area Specific Plan Costs (Pre-2011)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ -	\$ 3,100,126.77	\$ 289,788.19	\$ -	\$ -	\$ -	\$ -	\$ 3,389,914.96
Interest on Costs Paid	-	981,414.16	137,596.05	-	-	-	-	1,119,010.21
Total Costs Paid	\$ -	\$ 4,081,540.93	\$ 427,384.24	\$ -	\$ -	\$ -	\$ -	\$ 4,508,925.17
Share of City Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Share of Sponsor Costs	-	2,128,086.28	856,660.54	-	199,138.97	156,382.84	49,646.32	3,389,914.96
Interest Owed on East Boronda Costs	-	-	567,783.92	-	203,297.66	159,649.31	50,683.27	981,414.16
Interest Owed on Harrod Homes Costs	-	101,285.27	-	-	17,846.49	14,014.80	4,449.49	137,596.05
Subtotal	\$ -	\$ 2,229,371.55	\$ 1,424,444.46	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 4,508,925.17
Share of Costs	\$ -	\$ 2,128,086.28	\$ 856,660.54	\$ -	\$ 199,138.97	\$ 156,382.84	\$ 49,646.32	\$ 3,389,914.96
Share of Interest	-	101,285.27	567,783.92	-	221,144.15	173,664.11	55,132.76	1,119,010.21
Costs Paid	-	(3,100,126.77)	(289,788.19)	-	-	-	-	(3,389,914.96)
Interest to E.Boronda	-	(981,414.16)	-	-	-	-	-	(981,414.16)
Interest to Harrod Homes	-	-	(137,596.05)	-	-	-	-	(137,596.05)
Subtotal	\$ -	\$ (1,852,169.38)	\$ 997,060.22	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 0.00
Less Payments To Date	-	297,841.00	(297,841.00)	-	-	-	-	-
Total Costs (Overpaid)/Underpaid	\$ -	\$ (1,554,328.38)	\$ 699,219.22	\$ -	\$ 420,283.12	\$ 330,046.95	\$ 104,779.08	\$ 0.00

The following table summarizes the Aggregate Annexation and Entitlement costs incurred by the Sponsor and allocated to each landowner in the ZOB according to the methodology in Section III.A above for the period during which the option was not in force.

Central Area Specific Plan Costs (2011 On)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ 14,140.00	\$ 2,608,978.67	\$ 494,110.88	\$ -	\$ -	\$ -	\$ -	\$ 3,117,229.55
Interest on Costs Paid	-	643,173.70	212,867.83	-	-	-	-	856,041.53
Total Costs Paid	\$ 14,140.00	\$ 3,252,152.37	\$ 706,978.71	\$ -	\$ -	\$ -	\$ -	\$ 3,973,271.08
Share of City Costs	\$ -	\$ 4,714.19	\$ 3,573.30	\$ 4,162.48	\$ 830.65	\$ 652.30	\$ 207.08	\$ 14,140.00
Share of Sponsor Costs	-	1,034,550.90	784,177.30	913,475.05	182,289.55	143,151.07	45,445.68	3,103,089.55
Interest Owed on East Boronda Costs	-	-	243,825.40	284,028.15	56,679.94	44,509.87	14,130.34	643,173.70
Interest Owed on Harrod Homes Costs	-	94,968.31	-	83,853.68	16,733.56	13,140.87	4,171.41	212,867.83
Subtotal	\$ -	\$ 1,134,233.40	\$ 1,031,576.00	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ 3,973,271.08
Share of Costs	\$ -	\$ 1,039,265.09	\$ 787,750.60	\$ 917,637.52	\$ 183,120.19	\$ 143,803.38	\$ 45,652.76	\$ 3,117,229.55
Share of Interest	-	94,968.31	243,825.40	367,881.83	73,413.50	57,650.74	18,301.75	856,041.53
Costs Paid	(14,140.00)	(2,608,978.67)	(494,110.88)	-	-	-	-	(3,117,229.55)
Interest to E.Boronda	-	(643,173.70)	-	-	-	-	-	(643,173.70)
Interest to Harrod Homes	-	-	(212,867.83)	-	-	-	-	(212,867.83)
Subtotal	\$ (14,140.00)	\$ (2,117,918.97)	\$ 324,597.29	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ -
Less Payments To Date	-	-	-	-	-	-	-	-
Total Costs (Overpaid)/Underpaid	\$ (14,140.00)	\$ (2,117,918.97)	\$ 324,597.29	\$ 1,285,519.35	\$ 256,533.69	\$ 201,454.12	\$ 63,954.51	\$ -

And finally, the following table represents the combination of the above analyses, assigning the costs attributable to the Hartnell property during the option period to East Boronda LLC.

Central Area Specific Plan Costs (Cumulative Totals)
Reconciliation of Amounts Owed to East Boronda LLC and City of Salinas

Line Item	City of Salinas	East Boronda	Christensen Trust	Hartnell	Scagliotti	Natividad	Noon	Total
Total Costs Paid	\$ 14,140.00	\$ 5,709,105.44	\$ 783,899.07	\$ -	\$ -	\$ -	\$ -	\$ 6,507,144.51
Interest on Costs Paid	-	1,624,587.86	350,463.88	-	-	-	-	1,975,051.74
Total Costs Paid	\$ 14,140.00	\$ 7,333,693.30	\$ 1,134,362.95	\$ -	\$ -	\$ -	\$ -	\$ 8,482,196.25
Share of City Costs	\$ -	\$ 4,714.19	\$ 3,573.30	\$ 4,162.48	\$ 830.65	\$ 652.30	\$ 207.08	\$ 14,140.00
Share of Sponsor Costs	-	3,162,637.18	1,640,837.85	913,475.05	381,428.52	299,533.92	95,092.00	6,493,004.51
Interest Owed on East Boronda Costs	-	-	811,609.32	284,028.15	259,977.60	204,159.18	64,813.61	1,624,587.86
Interest Owed on Harrod Homes Costs	-	196,253.58	-	83,853.68	34,580.05	27,155.67	8,620.90	350,463.88
Subtotal	\$ -	\$ 3,363,604.95	\$ 2,456,020.46	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 8,482,196.25
Share of Costs	\$ -	\$ 3,167,351.37	\$ 1,644,411.14	\$ 917,637.52	\$ 382,259.17	\$ 300,186.22	\$ 95,299.09	\$ 6,507,144.51
Share of Interest	-	196,253.58	811,609.32	367,881.83	294,557.65	231,314.85	73,434.51	1,975,051.74
Costs Paid	(14,140.00)	(5,709,105.44)	(783,899.07)	-	-	-	-	(6,507,144.51)
Interest to E.Boronda	-	(1,624,587.86)	-	-	-	-	-	(1,624,587.86)
Interest to Harrod Homes	-	-	(350,463.88)	-	-	-	-	(350,463.88)
Subtotal	\$ (14,140.00)	\$ (3,970,088.35)	\$ 1,321,657.51	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 0.00
Less Payments To Date	-	297,841.00	(297,841.00)	-	-	-	-	-
Total Costs (Overpaid)/Underpaid	\$ (14,140.00)	\$ (3,672,247.35)	\$ 1,023,816.51	\$ 1,285,519.35	\$ 676,816.82	\$ 531,501.07	\$ 168,733.60	\$ 0.00

C. REIMBURSEMENT CHARGES FOR OWNERS

The following table summarizes the Acreage attributable to each non-participating owner, expresses the ZOB charge on a per acre basis, and also shows the total amount owed for the underlying land. Additionally, the table shows how much will be retained by the City and how much will be allocated to the Sponsor as reimbursement for costs incurred.

Non-Participating Owner	Eligible Acres	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor (99.6%)
Christensen Trust	139.25	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell	162.21	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	\$10,036	\$3,686,387	\$14,746	\$3,671,642

CONCLUSIONS AND RECOMMENDATIONS

A. CONCLUSIONS

- After excluding political and marketing expenditures, all remaining sponsor and City costs have been verified as eligible, yielding a gross eligible cost total of about \$8.5 million with approximately \$3.7 million owed to the City and the Sponsor in reimbursements.
- Allocating those costs over 551.03 developable acres produces a charge per acre of \$20,909 for most owners, \$7,925 for Hartnell, and \$7,352 for Christensen Trust.
- For each payment made, 0.4% will be retained by the City and 99.6% will be remitted to the Sponsor.
- Simple interest accrues on sponsor advances at six percent (6%) per year until the ZOB ordinance is adopted, and at eight percent (8%) thereafter, as specified in Ordinance 2549 § 4(2)(c).

B. RECOMMENDATIONS

We recommend that the City adopt a Resolution forming the Central Area ZOB, accepting the verified cost schedule and establishing the reimbursement methodology described above and record it as a Reimbursement Lien against all chargeable properties within the area.

EXHIBIT A

ZONE OF BENEFIT APPLICATION

ZONE OF BENEFIT APPLICATION

City of Salinas Ordinance No. 2549 and Ordinance No. 2590

1. Name and address of Sponsor:

East Boronda LLC (including all predecessors thereof)
c/o Robert Bikle
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

2. Zone of Benefit Area:

Central Area - North of Boronda Future Growth ("FGA") Planning Area.

3. Annexation Costs for which Sponsor seeks reimbursement:

See **Attachment A** – East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of April 30, 2024. Sponsor will submit additional reimbursable costs as incurred.

4. Entitlement Costs for which Sponsor seeks reimbursement:

See **Attachment A** - East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of April 30, 2024. Sponsor will submit additional reimbursable costs as incurred.

5. Interest to be charged and reimbursed:

Six percent (6%) per annum simple interest for all costs approved for reimbursement from the date such costs were actually expended to the date of the adoption of the Resolution provided in Section 8 of Ordinance 2549.

As of the date of adoption of the Resolution provided in Section 8 of Ordinance 2549, all outstanding unreimbursed costs approved by said Resolution, shall accrue interest at the rate of eight percent (8%) per annum simple interest.

6. Cost Estimates are eligible for reimbursement pursuant to the Ordinance because:

The expenses sought for reimbursement through April 30, 2024 were paid by Sponsor (or its predecessors) for work related to the Central Area pre-zoning, annexation, Specific Plan, and related land use entitlements, as well as, the legal defense of the City's CASP entitlements, which costs benefited other the owners within the CASP by securing land use entitlements for their properties.

7. **Confirmation that the Sponsor informed the other property owners within the planning area of (i) the actual costs incurred and/or anticipated to be incurred; (ii) that the Sponsor attempted to gain financial participation from the other owners within the planning area; and (iii) that the Sponsor intends to seek reimbursement pursuant to the provisions in this ordinance:**

CASP Notice to Owners of Owner's Reimbursement Costs owed Sponsor was sent on May 17, 2017 and April 30, 2024. See Attachment B. Sponsor will Notice and seek additional reimbursable costs as incurred.

8. **Map showing the properties to be included in the Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all the owners of land within the proposed Zone of Benefit as shown on the latest equalized assessment roll:**

See Attachment C.

9. **Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit as follows:**

For purposes of reimbursement of costs, costs were allocated among the Participating and Non-Participating owners of the 551.05 acres of chargeable lands. The 225.70 acres of the non-chargeable land (SUHSD, AUSD, Settrini, Igaz, Garcia, Helmers, and Open Space) were either not annexed in to the City, have no developable land, or is land purchased by or reserved for public schools, which is not be included in the acreage when calculating the reimbursement due from Non-Participating Owners as set forth in the amended Reimbursement Ordinance 2590. Sponsor will submit additional reimbursable costs as incurred See Attachment D.

10. **The extent to which the Annexation Costs and Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, rezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the Zone of Benefit would be required to take such steps in order to receive approval for future development:**

As of April 30, 2024 Sponsor East Boronda, LLC (and its predecessors), along with Harrod Construction Company, on behalf of Participating Owner the Christensen Trust, have collectively spent, a total of no less than **\$9,168,900** in costs, (East Boronda LLC **\$7,997,903** and Harrod/Christensen **\$1,170,997**) as shown on Attachments A, B and D, which costs have not been paid by the other Non-Participating Owners in the Central Area, but which costs were critical to completing the required CASP area rezoning, annexation, environmental review, Specific Plan preparation, and other related land use entitlements, as well as, paying for the legal defense of the City's CASP entitlements for the Central Area, all of which costs and entitlements benefited all of the

Owners with developable land within the Central Area, who's land is now subject to and enjoys the benefits of these land use entitlements. Sponsor will submit additional reimbursable costs as incurred.

Harrod/Christensen Trust is given credit for their costs paid in the amount of \$1,170,997, as shown on **Attachments A and D**, but Harrod/Christensen Trust still owes Sponsor, East Boronda LLC, for Harrod/Christensen Trust's additional proportion of the total costs paid by East Boronda LLC through April 30, 2024.

11. The following individual(s) are to be reimbursed:

East Boronda LLC
c/o Ghandi Macachor, Controller
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

\$5,384,115 as of April 30, 2024 - See Attachments A, B and D
Sponsor will submit additional reimbursable costs as incurred.

Attachments:

Attachment A – East Boronda LLC (and its predecessor's) Sponsor Costs
Attachment B – Reimbursement Notices Sent to Central Area Owners
Attachment C - Map of Zone of Benefit Area and list of Owners and Acreages
Attachment D – Owner Reimbursement Cost Allocation

UPDATED ZONE OF BENEFIT APPLICATION
City of Salinas Ordinance No. 2549 and Ordinance No. 2590

Application updated based on Willdan November 2025 Analyst Report confirming Verified Sponsor Reimbursable Costs and Reimbursement Charges as of October 31, 2025.

1. Name and address of Sponsor:

East Boronda LLC (including all predecessors thereof)
c/o Robert Bikle
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

2. Zone of Benefit Area:

Central Area - North of Boronda Future Growth (“FGA”) Planning Area.

3. Annexation Costs for which Sponsor seeks reimbursement:

See Amended Attachment A – East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of October 31, 2025. Sponsor will submit additional reimbursable costs as incurred.

4. Entitlement Costs for which Sponsor seeks reimbursement:

See Amended Attachment A - East Boronda LLC (and all predecessors thereof) Sponsor costs incurred and cost reimbursement sought as of October 31, 2025. Sponsor will submit additional reimbursable costs as incurred.

5. Interest to be charged and reimbursed:

Six percent (6%) per annum simple interest for all costs approved for reimbursement from the date such costs were actually expended to the date of the adoption of the Resolution provided in Section 8 of Ordinance 2549.

As of the date of adoption of the Resolution provided in Section 8 of Ordinance 2549, all outstanding unreimbursed costs approved by said Resolution, shall accrue interest at the rate of eight percent (8%) per annum simple interest.

6. Cost Estimates are eligible for reimbursement pursuant to the Ordinance because:

The expenses sought for reimbursements through October 31, 2025 set forth in the **Amended Attachment A and Amended Attachment D** reflect the Entitlement and Annexation Costs paid by Sponsor (or its predecessors) as verified by the Analyst Report, for work related to the Central Area pre-zoning, annexation, Specific Plan, and related land use entitlements, as well as, the legal defense of the City's CASP entitlements, which costs benefited other the owners within the CASP by securing land use entitlements for their properties.

7. Confirmation that the Sponsor informed the other property owners within the planning area of (i) the actual costs incurred and/or anticipated to be incurred; (ii) that the Sponsor attempted to gain financial participation from the other owners within the planning area; and (iii) that the Sponsor intends to seek reimbursement pursuant to the provisions in this ordinance:

CASP Notice to Owners of Owner's Reimbursement Costs owed Sponsor was sent on May 17, 2017 and April 30, 2024. See **Attachment B**. Sponsor will Notice and seek additional reimbursable costs as incurred.

8. Map showing the properties to be included in the Zone of Benefit, together with a list of the names, addresses, parcel number, and approximate acreage of all the owners of land within the proposed Zone of Benefit as shown on the latest equalized assessment roll:

See **Attachment C**.

9. Annexation Costs, the Entitlement Costs, and the City Costs shall be spread among the properties within the Zone of Benefit as follows:

For purposes of reimbursement of costs, costs were allocated among the Participating and Non-Participating owners of the 551.05 acres of chargeable lands. The 225.70 acres of the non-chargeable land (SUHSD, AUSD, Settrini, Igaz, Garcia, Helmers, and Open Space) were either not annexed in to the City, have no developable land, or is land purchased by or reserved for public schools, which is not be included in the acreage when calculating the reimbursement due from Non-Participating Owners as set forth in the amended Reimbursement Ordinance 2590. Sponsor will submit additional reimbursable costs as incurred See **Amended Attachment D**.

10. The extent to which the Annexation Costs and Entitlement Costs has relieved or will relieve other property owners or developers within the proposed Zone of Benefit of the need to obtain an SOI amendment, annexation, rezoning, prepare or process specific plans, environmental impact reports or other environmental documents, and whether or not the properties within the Zone of Benefit would be required to take such steps in order to receive approval for future development:

As of October 31, 2025, Sponsor East Boronda, LLC (and its predecessors), along with Harrod Construction Company, on behalf of Participating Owner the Christensen Trust, have collectively spent, a total of no less than the verified costs shown **Amended Attachments A and D** which costs have not been paid by the other Non-Participating Owners in the Central Area, but which costs were critical to completing the required CASP area pre-zoning, annexation, environmental review, Specific Plan preparation, and other related land use entitlements, as well as, paying for the legal defense of the City's CASP entitlements for the Central Area, all of which costs and entitlements benefited all of the Owners with developable land within the Central Area, who's land is now subject to and enjoys the benefits of these land use entitlements. Sponsor will submit additional reimbursable costs as incurred.

Harrod/Christensen Trust is given credit for their costs paid in as reflected on **Amended Attachment D** but Harrod/Christensen Trust still owes Sponsor, East Boronda LLC, for Harrod/Christensen Trust's additional proportion of the total costs paid by East Boronda LLC through October 31, 2025.

11. The following individual(s) are to be reimbursed:

East Boronda LLC
c/o Ghandi Macachor, Controller
1975 W. El Camino Real, Ste. 100
Mountain View, CA 94040

\$3,671,642 as of October 31, 2025 - See Amended Attachment D
Sponsor will submit additional reimbursable costs as incurred.

Attachments:

Amended Attachment A – East Boronda LLC (and its predecessor's) Verified Sponsor Costs as of October 31, 2025

Attachment B – Reimbursement Notices Sent to Central Area Owners

Attachment C - Map of Zone of Benefit Area and list of Owners and Acreages

Amended Attachment D – Verified Sponsor Costs with Owner Reimbursement Cost Allocation as of October 31, 2025

Amended Attachment A

East Boronda LLC & its Verified Sponsor Costs

II. SUMMARY OF COSTS

A. SUMMARY OF SPONSOR COSTS

The following table summarizes the costs incurred by the Sponsor for the annexation and entitlement of the ZOB.

Cost Category	Amount
Architectural Renderings	\$2,814.75
Market Studies & Reports	3,246.31
Lead Agency Processing Fees	3,532.01
Blueprints, Reprographics & Shipping	7,433.75
In-House Architect	10,958.89
SWPPP Preparation & Compliance	11,246.00
Financing Plan Consultant	11,629.59
Environmental Impact Report	18,875.56
Preliminary Architecture	24,859.52
Concept Landscape Architecture	27,743.84
Preliminary Geotechnical Investigations (Phase 1)	27,958.94
Preliminary Biological / Biotic Studies	42,714.89
Application & Filing Fees	63,275.28
Survey & Mapping	74,361.77
Geotechnical Engineering	99,437.83
Community Design Charrette	109,810.09
School Facilities Consultant	124,662.67
Preliminary Traffic Consultant	214,965.49
Land Planning Consultant	254,258.38
Legal Services – Entitlements	588,240.12
Legal Services – School District Litigation	638,288.92
City of Salinas Fees & Charges	643,944.77
Preliminary Civil Engineering	1,153,703.05
Project Design (Civil & Infrastructure)	1,551,143.02
Interest Accrued	1,624,587.86
Total	\$7,333,693.30

Attachment B

**Reimbursement
Notices Sent to
Central Area Owners**

Notice to Owners Regarding Sponsor Reimbursement for Central Area - Future Growth Area Costs

Pursuant to Salinas City Ordinance 2549 and Amendments Thereto.

May 31, 2017*

Pursuant to Salinas City Ordinance 2549, and Amendments thereto, Sponsors, **Thrust IV, Inc.** and **Harrod Construction Company** (collectively "Sponsors") hereby notify the below Owners that:

1. As of May 31, 2017, Sponsors, including any and all predecessors, have incurred, or anticipate incurring, \$4,807,517.31 in costs for annexation, entitlement, and other related costs for land use entitlements as described in Ordinance 2549, and Amendments thereto, for the Central Area of the Future Growth Area as set forth herein* ("Sponsor Costs").
2. The below Owners owe Sponsors the proportionate share of Sponsors' Costs in the amounts set forth below, plus interest from date of expenditure to date of reimbursement*. Sponsors hereby request financial participation from the below Owners.
3. Sponsors are initiating proceedings with the City of Salinas to form a Zone of Benefit pursuant to City Ordinance 2549 for the Central Area of the Future Growth Area to seek reimbursement from the below Owners for the their unpaid Owners' proportionate share of Sponsors' Costs as set forth herein, plus interest from date of expenditure to date of reimbursement*.

Sponsor Costs Paid or Anticipated to be Paid As of May 31, 2017*

Thrust IV, Inc.
c/o Hugh Bikle
1975 W. El Camino Real, Ste 100
Mountain View, CA 94040

Costs \$3,728,207.71*

Harrod Construction Company
c/o Ray Harrod, Jr.
365 Victor Street, Suite S
Salinas, CA 93907

Costs \$1,079,309.60*

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

**Owners' Required Reimbursement
As of May 31, 2017* - Allocation Sheet Attached**

<p>Scagliotti Richard & Joann M. Scagglotti Romans 2000 Trust Pura 2006 Trust 117 N. 1st Street King City, CA 93930 APNs: 153-071-011 153-071-036 153-071-035 153-071-034 Owes \$306,043.40*</p>	<p>Matsui Andrew Toshikkiyo Matsui Matsui 2010 Trust 1645 Old Stage Road Salinas, CA 93908 APNs: 153-091-010 153-091-009 153-091-008 153-091-017 Owes \$1,454,264.60*</p>
<p>Natividad Road, Salinas LLC 1521 Westbranch Dr. #200 Mc Lean, VA 22102 Prior APN: 211-013-004 (New APN: 211-013-013) Owes \$205,428.84*</p>	<p>Noon Larry Noon Harrett Mannina, Jr. 510 N 1st Street #110 San Jose, CA 95112 APN: 153-091-003 Owes \$74,165.26*</p>
<p>Probert/Cordioli Danny Probert Milton Codioli 73668 Imnaha Hwy Joseph, OR 97846 APN: 153-091-015 Owes \$1,641,554.23*</p>	<p>Helmrs George Helmrs 1188 Padre Dr., #101 Salinas, CA 93901 APN: 153-101-005 Owes \$66,748.73*</p>
	<p>Christensen Trust Joseph P. Ferry, Trustee Charitable Trust under the Julia Christensen 1995 Trust, dated July 24, 1995 P. O. Box 222021 Carmel, CA 93922 Prior APNs: 153-091-005 & 153-091-001 (New APNs:153-091-018; 153-091-019;153-091-020; & 153-091-021) Owes \$1,059,312.25*</p>

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

Worksheet All Owner's Share of Costs*

May 31, 2017

(Acres per RJA Assoc., Civil Engineers, Gilroy, CA)

Owners	APN	Acres	% Share	Costs Paid as of May 31, 2017	Share Of Costs Owed	Costs Overpaid (Underpaid)
Participating Owners						
Probert Thrust and Codioli Trust	153-091-015	214.64				
Allisal Elem. School District		-12.01				
Salinas High School District		-15.68				
Open Space		-3.24				
Total Probert and Codioli Trusts		183.71	34.15%	\$ 3,728,207.71	\$ 1,641,554.23	\$ 2,086,653.48
Christensen Trust	153-091-005	73.40				
Christensen Trust	153-091-001	76.20				
Santa Rita Elem. School District		-11.40				
Open Space		-19.65				
Total Christensen Trust		118.55	22.03%	\$ 1,079,309.60	\$ 1,059,312.25	\$ 19,997.35
Chargeable Owners Not Participating						
Matsui Trust	153-091-010	89.60				
Matsui Trust	153-091-009	40.08				
Matsui Trust	153-091-008	40.00				
Matsui Trust	153-091-017	50.05				
Salinas High School District		-4.40				
Open Space		-52.58				
Total Matsui Trust		162.75	30.25%	\$ -	\$ 1,454,264.60	\$ (1,454,264.60)
Scagliotti	153-071-011	8.43				
Scagliotti	153-071-036	5.00				
Scagliotti	153-071-035	20.86				
Scagliotti	153-071-034	3.29				
Open Space		-3.33				
Total Scagliotti		34.25	6.37%	\$ -	\$ 306,043.40	\$ (306,043.40)
Natividad Road, Salinas, LLC		25.42				
Open Space		-2.43				
Total Natividad Road, Salinas, LLC	211-013-004	22.99	4.27%		\$ 205,428.84	\$ (205,428.84)
Noon	153-091-003	9.05				
Open Space		-0.75				
Total Noon		8.30	1.54%	\$ -	\$ 74,165.26	\$ (74,165.26)
Helmers	153-101-005	19.30				
Open Space		-11.83				
Total Helmers		7.47	1.39%	\$ -	\$ 66,748.73	\$ (66,748.73)
Total Private Chargeable Lands		538.02	100.00%	\$ 4,807,517.31	\$ 4,807,517.31	\$ (0.00)
Lands NOT Chargeable						
Salinas High School District	211-013-004	4.40				
Salinas High School District	153-091-006	15.68				
Allisal Elem. School District	153-091-007	12.01				
Future Santa Rita Elem. School District (Currently Bruce Richardson Trust)	153-091-005	11.40				
Ignaz Ranches, LLC	211-013-010-					
Settrini Ranches, LLC	211-013-011-	84.61				
Garcia	211-013-007-	0.51				
Open Space Within Chargeable Owners' Lands		93.81				
Total Lands Not Chargeable		222.42				
Total Acres Within Central Area Specific Plan		760.44				

FGA

CASP COSTS 1-1-2001 THRU 8-31-13 ALL OWNERS 5-31-17

*Anticipated future Sponsor Costs are estimates and subject to change when actual costs are known. City costs maybe be updated as the City goes through its records re expenses incurred. The above amounts do not include interest owed and such interest will be calculated at the time of payment. If an owner does not participate now, reimbursement will be collected by the City at the time an owner applies for development.

**NOTICE TO OWNERS REGARDING SPONSOR REIMBURSEMENT
FOR CENTRAL AREA - FUTURE GROWTH AREA COSTS Pursuant to
Salinas City Ordinance 2549 and Amendments Thereto**

April 30, 2024

Pursuant to Salinas City Ordinance 2549, and amendments thereto, Sponsor, **East Boronda, LLC** (“**Sponsor**”) hereby notifies the below Owners that:

1. As of April 30, 2024, Sponsor and its predecessors, and Harrod Construction Company, on behalf of a Participating Owner, (“HCC”), have incurred \$9,168,900.32 in costs for annexation, entitlement, and other related costs for land use entitlements as described in Ordinance 2549, and amendments thereto, for the Central Area of the Future Growth Area, also known as the Central Area Specific Plan area (CASP), as set forth herein (“CASP Costs”).
2. The below Participating and Non-Participating Owners owe Sponsor and HCC a proportionate share of the CASP Costs in the amounts set forth below, plus interest from the date of expenditure to the date of reimbursement. Sponsor hereby requests reimbursement from the Owners.
3. Sponsor is initiating proceedings with the City of Salinas to form a Zone of Benefit pursuant to City Ordinance 2549, and amendments thereto, for the Central Area of the Future Growth Area to seek reimbursement from the Owners for their unpaid proportionate share of CASP Costs.

**Sponsor and Participating Owner CASP Costs Paid As of
April 30, 2024**

East Boronda, LLC c/o
Robert Bikle 1975 W. El
Camino Real, Ste. 100
Mountain View, CA 94040

Harrod Construction Company
c/o Ray Harrod, Jr. 365 Victor
Street, Suite S
Salinas, CA 93907

Costs \$7,997,903.20

Costs \$1,170,997.12

TOTAL CASP COSTS PAID: \$9,168,900.32

4. CASP Costs and Interest will continue to accrue until such time Owner pays their reimbursement in full and elects to pay all future charges upon invoice. Owners have the right to pay a reimbursement any time prior to the date due. All outstanding unreimbursed CASP Costs shall be due and payable for each Owner's property upon the earlier of (i) a development application for the said Owner's property or (ii) the tenth anniversary following the adoption by the City of the Zone of Benefit Resolution.
5. The CASP Costs identified in this Notice only include interest owed through April 30, 2024. Interest shall continue to accrue and will be calculated at the time of reimbursement payment.
6. City and Sponsor reserve the right to amend CASP Costs from time to time as a result of City review of expenses.

**Owners' Share of CASP Cost Allocation & Required Reimbursement
As of April 30, 2024 - Allocation Sheet Attached**

East Boronda, LLC		
1975 W. El Camino Real, Ste. 100 Mountain View CA 94040		
Prior APN:153-091-015 New APNs: 153-091-022; 153-091-023; 153-091-024		
Share	\$ 2,315,947.10	
Paid	\$ 7,997,903.20	Overpaid \$ 5,384,115.10

Christensen Trust

Joseph P. Ferry, Trustee
Charitable Trust under the Julia Christensen
1995 Trust, dated July 24, 1995
P. O. Box 222021,
Carmel, CA 93922

Prior APNs: 153-091-005 & 153-091-001
New APNs: 153-091-018; 153-091-019;
153-091-020; & 153-091-021

Share \$ 2,342,707.20

Paid \$ 1,170,997.12 (by Harrod)

Owes \$873,869.08

Scagliotti

Richard & JoAnn M. Scagliotti
Romans 2000 Trust / Pura 2006 Trust
PO Box 705
King City CA 93930

APNs: 153-071-011; 153-071-036;
153-071-035; 153-071-034

Owes \$639,688.12

Hartnell College Foundation

PO Box 2258,
Salinas CA 93902

APNs: 153-091-010; 153-091-009;
153-091-008; 153-091-017

Owes \$3,207,338.89

Natividad Road Salinas LLC

1521 Westbranch Dr. #200
Mc Lean, VA 22102

Prior APN: 211-013-004
New APN: 211-013-013

Owes \$502,654.41

Noon

Larry Noon & Harrett Mannina, Jr.
510 N 1st Street #110 San Jose, CA 95112

APN: 153-091-003

Owes \$160,564.61

**Central Area Specific Plan Zone of Benefit
Annexation and Entitlement Costs
East Boronda and Christensen (Harrod) Are Only Participating Owners**

April 30, 2024

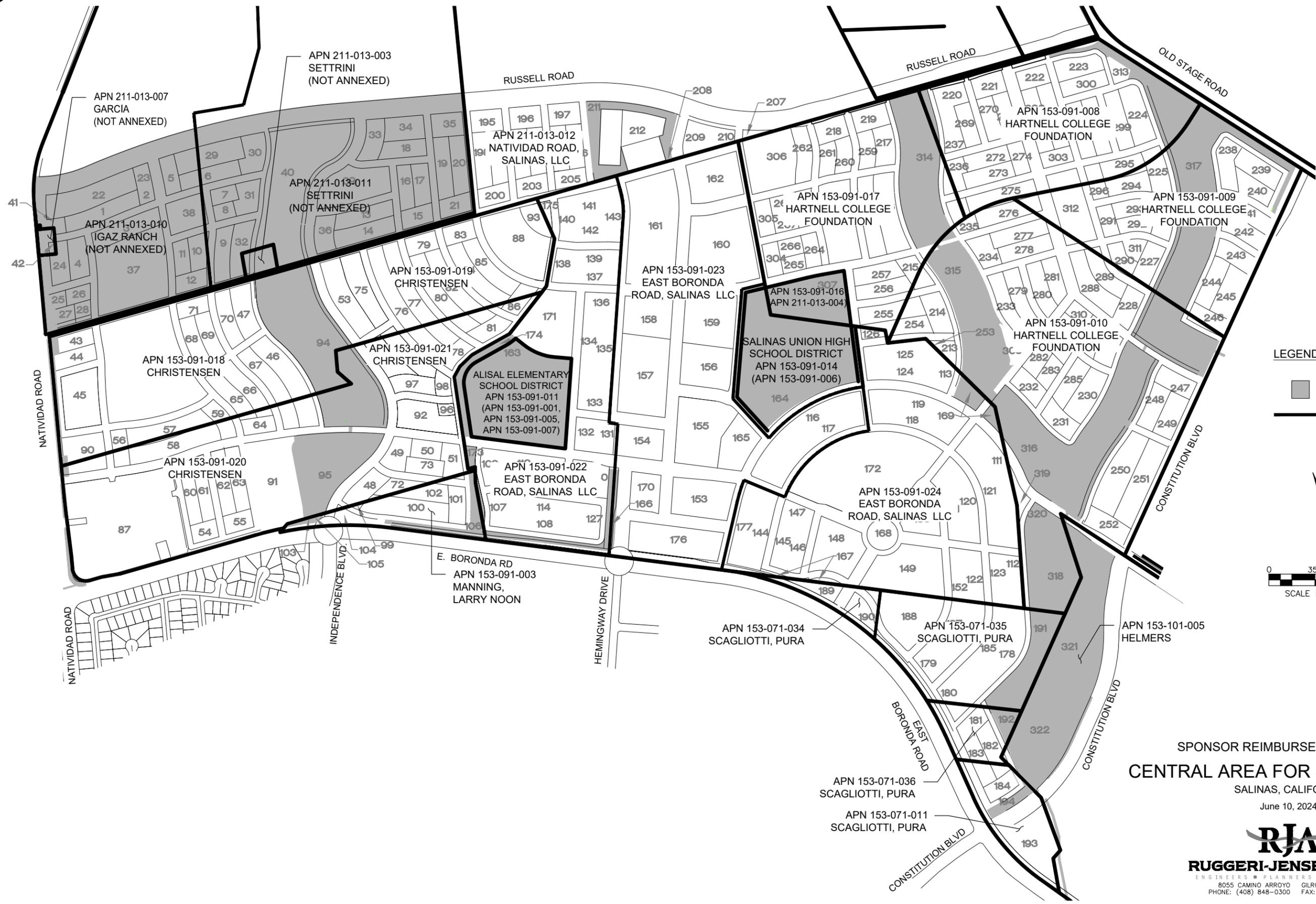
(Acres per RJA Assoc., Civil Engineers, Gilroy, CA)

<u>Owners</u>	<u>APN</u>	<u>Acres</u>	<u>% Share</u>	<u>Costs + Interest</u>	<u>Share Of Costs Owed</u>	<u>Calculated Interest Owed</u>	<u>Reimbs to Date</u>	<u>Costs Overpaid (Underpaid)</u>
Participating Owners								
East Boronda, LLC	153-091-022	214.64						
East Boronda, LLC	153-091-023							
East Boronda, LLC	153-091-024							
Alisal Elem. School District		-12.01						
Salinas High School District		-15.68						
Open Space		-3.24						
Total East Boronda, LLC		183.71	33.34%	\$ 7,997,903.20	\$ 2,143,258.90	\$ 172,690.20	\$ 297,841.00	\$ 5,384,115.10
Christensen Trust / Harrod Homes	153-091-018	45.55						
Christensen Trust / Harrod Homes	153-091-019	31.52						
Christensen Trust / Harrod Homes	153-091-020	50.52						
Christensen Trust / Harrod Homes	153-091-021	30.90						
		0.00						
Open Space		-19.24						
Total Christensen Trust		139.25	25.27%	\$ 1,170,997.12	\$ 1,624,563.30	\$ 718,143.90	\$ (297,841.00)	\$ (873,869.08)
Chargeable Owners Not Participating								
Hartnell	153-091-010	69.60						
Hartnell	153-091-009	40.08						
Hartnell	153-091-008	40.00						
Hartnell	153-091-017	50.05						
Salinas High School District		-4.40						
Open Space		-53.13						
Total Hartnell		162.20	29.43%	\$ -	\$ 1,892,310.00	\$ 1,315,028.89	\$ -	\$ (3,207,338.89)
Scagliotti	153-071-011	8.43						
Scagliotti	153-071-036	5.00						
Scagliotti	153-071-035	20.86						
Scagliotti	153-071-034	3.29						
Open Space		-5.23						
Total Scagliotti		32.35	5.87%	\$ -	\$ 377,412.01	\$ 262,276.11	\$ -	\$ (639,688.12)
Natividad Road, Salinas, LLC	211-013-013	25.42						
Open Space		0.00						
Total Natividad Road, Salinas, LLC		25.42	4.61%	\$ -	\$ 296,563.01	\$ 206,091.40	\$ -	\$ (502,854.41)
Noon	153-091-003	9.05						
Open Space		-0.93						
Total Noon		8.12	1.47%	\$ -	\$ 94,732.17	\$ 65,832.44	\$ -	\$ (160,564.61)
Total Private Chargeable Lands		551.05	100.00%	\$ 9,168,900.32	\$ 8,428,837.38	\$ 2,740,062.94	\$ -	\$ (0.00)
Lands NOT Chargeable								
Salinas High School District	211-013-004	4.40						
Salinas High School District	153-091-006	15.60						
Alisal Elem. School District	153-091-007	12.01						
	153-091-005							
	153-091-001							
Ignaz Ranches, LLC	211-013-010-							
Settrini Ranches, LLC	211-013-011-	84.61						
Garcia	211-013-007-	0.91						
Halmers	153-101-005	11.83						
Open Space Within Chargeable Owners' Lands		96.74						
Total Lands Not Chargeable		225.70						
Total Acres Within Central Area Specific Plan		776.75						

Attachment C

Map of Zone of Benefit Area and list of Owners and Acreages

PLOT DATE: June 10, 2024
FILE PATH: W:\Jobs 07\072063\CASP_Overall\Drawings\Prelim\Exhibits\CASP_Reimbursement_Map\EXH-CASP-Reimbursement_Map.dwg



LEGEND

- LANDS NOT CHARGEABLE
- EX LOTLINE

SCALE IN FEET: 1" = 700'

SPONSOR REIMBURSEMENT EXHIBIT
CENTRAL AREA FOR SPECIFIC PLAN
 SALINAS, CALIFORNIA

June 10, 2024



8055 CAMINO ARROYO GILROY, CA 95020
 PHONE: (408) 848-0300 FAX: (408) 848-0302

JOB NUMBER: 072063

CHARGEABLE OWNERS	
<p>East Boronda, LLC 1975 W. El Camino Real, Suite 100 Mountain View, CA 94040</p> <p>Prior APN: 153-091-015 New APNs: 153-091-022; 153-091-023; 153-091-024</p> <p>Acres: 183.71</p>	<p>Hartnell College Foundation PO Box 2258 Salinas, CA 93902</p> <p>APNs: 153-091-010; 153-091-009; 153-091-008; 153-091-017</p> <p>Acres: 162.20</p>
<p>Scagliotti Richard & JoAnn M. Scagliotti Romans 2000 Trust / Pura 2006 Trust PO Box 705 King City CA 93930</p> <p>APNs: 153-071-011; 153-071-036; 153-071-035; 153-071-034</p> <p>Acres: 32.35</p>	<p>Natividad Road Salinas LLC 1521 Westbranch Dr. #200 Mc Lean, VA 22102</p> <p>Prior APN: 211-013-004 New APN: 211-013-013</p> <p>Acres: 25.42</p>
<p>Noon Larry Noon & Harrett Mannina, Jr. 510 N 1st Street #110 San Jose, CA 95112</p> <p>APN: 153-091-003</p> <p>Acres: 8.12</p>	<p>Christensen Trust Joseph P. Ferry, Trustee Charitable Trust under the Julia Christensen 1995 Trust, dated July 24, 1995 P. O. Box 222021, Carmel, CA 93922</p> <p>Prior APNs: 153-091-005 & 153-091-001 New APNs: 153-091-018; 153-091-019; 153-091-020; & 153-091-021</p> <p>Acres: 139.25</p>
OWNERS NOT CHARGEABLE	
<p>Salinas Union High School District 431 W Alisal Street Salinas, CA 93901</p> <p>Prior APNs: 153-091-006; 211-013-004 New APNs: 153-091-014; 153-091-016</p> <p>Acres: 20</p>	<p>Alisal Elementary School District 1205 E Market Street Salinas, CA 93905</p> <p>Prior APNs: 153-091-001; 153-091-005; 153-091-007 New APN: 153-091-011</p> <p>Acres: 12.01</p>

<p>Garcia 256 Natividad Road Salinas, CA 93906</p> <p>APN: 211-013-007</p> <p>Acres: 0.51</p>	<p>Helmets 25015 Boots Road Monterey, CA 93940</p> <p>APN: 153-101-005</p> <p>Acres: 11.83</p>
	<p>Settrini 250 Natividad Road Salinas, CA 93906</p> <p>APNs: 211-013-003; 211-013-011</p> <p>Acres: 84.61</p>
OPEN SPACE WITHIN CHARGEABLE LANDS	
<p>Acres: 96.74</p>	

Amended Attachment D

Verified Costs & Allocations

AMENDED ATTACHMENT D

Responsible Owners ¹	Eligible Acres	Percent Allocation	Charge per Acre	Total Charge	Amount to City (0.4%)	Amount to Sponsor
Christensen Trust	139.25	25.27%	\$7,352	\$1,023,817	\$4,095	\$1,019,721
Hartnell College Foundation	162.21	29.44%	\$7,925	\$1,285,519	\$5,142	\$1,280,377
Scagliotti	32.37	5.87%	\$20,909	\$676,817	\$2,707	\$674,110
Natividad	25.42	4.61%	\$20,909	\$531,501	\$2,126	\$529,375
Noon	8.07	1.46%	\$20,909	\$168,734	\$675	\$168,059
Total	367.32	100.00%	\$10,036	\$3,686,387	\$14,746	\$3,671,642

¹ APNs shown in Paragraph 2, above.



Legislation Text

File #: ID#26-022, **Version:** 1

Ordinances amending Articles XIV and XIII of Chapter 16 of the Salinas Municipal Code, and a Resolution updating Administrative Procedures pertaining to unlawful camping and storage of personal property

Adopt an Ordinance amending Article XIV of Chapter 16 of the Salinas Municipal Code to update regulations prohibiting camping on public property; adopt an Ordinance Amending Article XIII of Chapter 16 of the Salinas Municipal Code related to the storage of personal property on public property; and approve a Resolution approving updated Administrative Procedures for the Removal of Unlawful Campsites, Bulky Items, and Personal Belongings.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026

DEPARTMENT: CITY ADMINISTRATION

FROM: LISA MURPHY, ASSISTANT CITY MANAGER

TITLE: ADOPTION OF ORDINANCES AMENDING ARTICLES XIV AND XIII OF CHAPTER 16 OF THE SALINAS MUNICIPAL CODE, AND A RESOLUTION UPDATING ADMINISTRATIVE PROCEDURES PERTAINING TO UNLAWFUL CAMPING AND STORAGE OF PERSONAL PROPERTY

RECOMMENDED MOTION:

A motion to take the following actions:

1. Adopt an Ordinance amending Article XIV of Chapter 16 of the Salinas Municipal Code to update regulations prohibiting camping on public property;
2. Adopt an Ordinance Amending Article XIII of Chapter 16 of the Salinas Municipal Code related to the storage of personal property on public property; and
3. Approve a Resolution approving updated Administrative Procedures for the Removal of Unlawful Campsites, Bulky Items, and Personal Belongings.

EXECUTIVE SUMMARY:

The proposed Ordinance amendments and Resolution establish a coordinated regulatory and administrative framework to address encampments, and storage of personal property on public and certain private property within the City of Salinas. These actions recognize that individuals experiencing homelessness are members of our community who are facing complex and challenging circumstances. At the same time, the City has a responsibility to protect public health and safety, preserve access to public facilities, prevent damage to City infrastructure and environmental resources, and ensure that enforcement and removal activities are carried out in a clear, consistent, and legally compliant manner, with dignity and care.

BACKGROUND:

Over the past several years, the City of Salinas has experienced a significant increase in the number and size of encampments located on public property, waterways, parks, sidewalks, rights-of-way, and adjacent to public facilities. While these encampments reflect the very real housing and social

service needs within the community, their location and conditions have created challenges that affect both individuals living in encampments and the broader public, including:

- Obstruction of sidewalks, streets, and access to public buildings;
- Accumulation of human waste, trash, hazardous materials, and drug paraphernalia;
- Environmental degradation of creeks and waterways;
- Increased fire risk and damage to public infrastructure; and
- Diminished quality of life for residents, businesses, and visitors.

The City Council previously adopted Ordinances and Resolutions intended to address these issues. Since that time, legal standards have changed through court cases, operational experience, and ongoing impacts to public health and safety. These changes require updates to both the Municipal Code and the City’s administrative procedures to ensure that our actions are lawful, effective and carried out with compassion.

Ordinance Amending Article XIV of Chapter 16 - Prohibition Against Camping.

The proposed Ordinance amending Article XIV of Chapter 16 of the Salinas Municipal Code is intended to clarify and strengthen prohibitions against camping on public property and other specified locations. The updates are aligned with the Governor’s recommendations regarding camping restrictions and are intended to balance compassion for individuals experiencing homelessness with the need to protect public spaces. The amendments are intended to:

- Clearly define prohibited camping activities and structures on public property at any time;
- Protect critical infrastructure and sensitive environmental areas;
- Reduce public health and safety hazards associated with encampments; and
- Ensure public spaces remain available for their intended public use.

Ordinance Amending Article XIII of Chapter 16 – Storage of Personal Property

The proposed Ordinance amending Article XIII of Chapter 16 of the Salinas Municipal Code updates regulations governing storage of personal property on public property. Key updates include:

- Reducing the noticing requirement regarding removal of an encampment from 72 hours to 48 hours. This is in alignment with the Governor of California recommendations;
- Preventing obstruction of sidewalks, streets and public rights-of-way; and
- Addressing public safety and sanitation concerns related to unattended or excessive property storage.

Resolution Updating City Administrative Procedures

The Resolution adopts updated Administrative Procedures to guide how City staff implements the above Ordinances. These procedures are designed to ensure that encampment removals are carried

out in a consistent, transparent, and coordinated manner, with an emphasis on outreach and engagement. The procedures provide guidance regarding:

- Outreach efforts and notice requirements;
- Identification and handling of hazardous materials;
- Removal of unlawful encampments;
- Storage, retrieval, and disposal of belongings; and
- Coordination among City departments and service providers.

Adoption of the two Ordinances and approval of the Resolution provide a comprehensive, coordinated approach to addressing encampments and storage of personal property on public property and other locations while balancing compassion for individuals experiencing homelessness with the City’s obligation to maintain safe, accessible and healthy public spaces for the entire community.

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, Government Code §84308/Levine Act applies does not apply to this item.

STRATEGIC PLAN INITIATIVE:

Adoption of the Ordinances and approval of the Resolution meet the City Council strategic goal of promoting the health and safety of unsheltered residents, and increased collaboration with partner agencies to address public safety and public health issues.

DEPARTMENTAL COORDINATION:

This was a collaborative effort between City Administration, City Attorney, Public Works, Community Development, Fire, and Public Works departments.

FISCAL AND SUSTAINABILITY IMPACT:

Implementation of the proposed amendments and the resolution will require ongoing staff time and resources related to outreach, enforcement, cleanup, storage and disposal activities. These costs are anticipated to be absorbed within existing departmental budgets.

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:

- Ordinance Amendment Article XIV
- Ordinance Amendment Article XIII
- Resolution Updating Administrative Procedures

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

AN ORDINANCE AMENDING ARTICLE XIV OF CHAPTER 16 OF THE SALINAS MUNICIPAL CODE RELATED TO THE PROHIBITION AGAINST CAMPING

City Attorney Impartial Analysis

This ordinance amends Article XIV of Chapter 16 of the Salinas Municipal Code by prohibiting camping on public property at any time. This ordinance also makes clear that camping in or along waterways, in or on stormwater facilities, or in surface channels and outfalls is prohibited.

WHEREAS, Salinas is a Charter city organized and operating pursuant to Article 7 of the California Constitution; and

WHEREAS, through previous legislative enactments (Ordinance No. 2564, Ordinance No. 2567, Ordinance No. 2599 and Resolution Nos. 20884 and 20908), the City Council declared its intent to prevent the misappropriation of City property for personal use and the proliferation of encampments on public property that have a significant adverse effect on public health, safety, and welfare and impede or entirely obstruct access by emergency responders when responding to emergencies; and

WHEREAS, through its previous legislative enactments, the City Council made clear its intent to prevent the misappropriation of City property for personal use and to promote the public health, safety, and welfare by ensuring that City property remains accessible and usable by all members of the public for the purposes for which such public property is intended and by ensuring that City property remains in a clean, sanitary, and accessible condition; and

WHEREAS, the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, should be readily accessible, free from obstruction, and available to the public at large for use in a safe and healthy manner; and

WHEREAS, the use of these areas for overnight camping purposes interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended; and

WHEREAS, such camping activity can constitute a public health and safety hazard, which adversely impacts other members of the public, neighborhoods, industrial, agricultural, and commercial areas; and

WHEREAS, in addition to the proliferation of camping and encampments on public property in the city of Salinas which has obstructed access by pedestrians and users of City facilities, individuals camping on public property and/or residing in encampments on public property frequently urinate and defecate on City property (and nearby private property) and have been observed using and distributing narcotics and alcohol causing unsafe and unsanitary conditions to persist around and within the areas of the camps and/or the encampments creating an environment for the spread of disease and bacteria and an environment which prevents Salinas's residents from using and accessing City facilities, including the City libraries and recreation centers; and

WHEREAS, City employees and members of the public at large have reported that overnight camping on City property has specifically interfered with their use of public buildings, public sidewalks, public streets, parking lots, parking garages, and other open spaces, including the public space surrounding the library and the public space in front of City Hall; and

WHEREAS, City employees leaving City Hall have been confronted by overnight campers screaming, yelling, and displaying other aggressive and erratic behavior that has made those employees fear for their safety upon egress of the building; and

WHEREAS, City employees have been confronted by overnight campers subjecting them to unwanted sexual comments; and

WHEREAS, City employees have observed individuals around the City Permit Center and the adjacent parking structure engage in sexual activity, as well as illegal drug use; and

WHEREAS, members of the public as well as City employees have complained about the smell of public places, including the area in front of City Hall and the areas around the City libraries (particularly the John Steinbeck Library) and City Permit Center and adjacent parking structure, as a result of individuals loitering in and around those areas and as a result of overnight camping activity, including urination and defecation by overnight campers; and

WHEREAS, drug paraphernalia has been found at the site of the overnight camp in front of City Hall; and

WHEREAS, it has been reported that public spaces can no longer be used by residents and the public at large for the manner and uses in which they were intended, including specific complaints that outdoor public spaces, including, but not limited to, the space in front of City Hall, the space around the City Permit Center and adjacent parking structure, and the space around the John Steinbeck Library, including the grass areas in front of the John Steinbeck Library, that were once used by residents and the public at large to recreate, eat lunch, and take breaks can no longer be used for those purposes as a result of the litter, urine and feces left by individuals loitering in and around those areas and as a result of the overnight campers in those areas; and

WHEREAS, the lawn areas and other spaces on or around City property, including most-notably the lawn areas in front of City Hall and in front of the John Steinbeck Library are frequently used by persons in such a manner that they have been damaged and or destroyed and in some cases present a danger to the health and safety of the community and of the patrons of those facilities; and

WHEREAS, City employees must regularly clean up and remove human waste from areas used for overnight camping including, but not limited to, the space in front of City Hall, the space surrounding the John Steinbeck Library, recreation centers, public parking lots, and public parking garages; and

WHEREAS, residents and the public at large are prevented from the use of the public areas within and around the city, including streets, sidewalks, parks, public building and public land when those areas are obstructed by a gathering preventing the free passage by use of any street, sidewalk, alley, public way, ingress to any public building, or place used by members of the public to go from place to place; and

WHEREAS, the abuse or mutilation of trees, plants, and lawn prevents residents and the public at large from the reasonable use and enjoyment of those items while costing the City substantial money and resources for the restoration of those items; and

WHEREAS, urination and defecation outside of urinals, toilets, or commodes located in bathrooms, restrooms, or other structures specifically designated for the purpose of urination and defecation poses a significant health and safety problem to residents and the public at large as well as costing the city substantial money and resources to clean; and

WHEREAS, from 2020-2023, an encampment within the Carr Lake area grew to over one hundred separate encampments causing the degradation of waterways through trash accumulation. The adjacent neighborhoods saw an increase in criminal activity during this same time period including, but not limited to, acts of indecent exposure and gang-related crimes (homicides, drug dealing, human trafficking, and gambling). In November 2023, the City removed approximately two hundred tons of debris from this area. A wooden walkway (commonly known as the “boardwalk”) that runs along East Laurel Drive on Carr Lake’s south end suffered structural damage by unsheltered individuals removing the wooden planks and digging underneath the boardwalk to establish encampments, thereby undermining the structural integrity of this pedestrian walkway; and

WHEREAS, encampments along the Alisal Creek have caused degradation of water quality due to human feces and trash entering the waterway; and

WHEREAS, between 2020-2023, the waterway near Casentini Street and Main Street 2020-2023, became polluted as a result of trash and human waste being deposited into the waterway. The City cleaned out approximately ten tons of debris from this waterway. During this same time period, multiple fires occurred that were caused by individuals living in encampments along this waterway endangering nearby residential structures. Accumulated flammable debris have heightened fire risks within this area; and

WHEREAS, during the period 2020-2025, the number of unsheltered individuals living in encampments in the Circle Drive and Cesar Chavez Park areas has significantly increased and impacted adjacent residential neighborhoods. Criminal activity including drug trafficking and residential theft has increased as a result, in addition to incidents of indecent exposure and evidence of drug use; and

WHEREAS, numerous shopping carts and camping paraphernalia routinely block the dead end of East San Luis Street as a result of the growing unsheltered population establishing encampments in this area; and

WHEREAS, the number of encampments in the CreekBridge area, from Veterans Parkway at East Laurel Drive to the rear of the Safeway grocery store on Constitution Boulevard has grown substantially. Public defecation and disposal of trash by the unsheltered living in these encampments into the waterway have caused degradation of water quality. Drug sales, drug use, and human trafficking are common within this encampment area. Residential theft and robberies have risen as a result of the growing encampment area; and

WHEREAS, the roadway underpass at Market Street is a focal point for unsheltered encampments leading to significant public health, safety, and quality of life concerns for nearby residents and commuters. The underpass' location along a major roadway creates an intensified risk for residents of the encampment and for drivers as individuals from the encampment frequently walk into the roadway into traffic, endangering themselves and drivers. Fires started within the encampment cause damage to the roadway underpass threatening the structural integrity of the roadway. The proximity of this encampment to residential neighborhoods has led to increased theft and vandalism, coupled with an increased insecurity among residents of the neighborhood. The visual blight of encampments adjacent to and within the residential neighborhood diminishes the quality of life for residents of the neighborhood; and

WHEREAS, during the period 2020-2023, the number of encampments within the Chinatown area has increased significantly resulting in an equally significant deterioration of the neighborhood due to increased crime; increased threats to public health from the presence of human waste, trash, rodents and vermin, drugs, and toxic waste. Police operations within this area during this time period and to the present have uncovered extensive drug use and possession (including methamphetamine and fentanyl), possession of dangerous weapons (including knives, guns, and a hand grenade), and signs of gang control (where gangs exploit the unsheltered population by imposing "taxes" and coercing unsheltered into drug trafficking and other criminal activities). Local business are impacted by the presence of encampments by the blockage of sidewalks and entryways, which deter customers and visitors; and

WHEREAS, the waterway on the Rico Street and West Lake Street area has been plagued by encampments leading to significant environmental issues. The waterway, vital for local agricultural and natural systems, has suffered contamination due to widespread drug use and the presence of human waste; and

WHEREAS, activities within Sherwood Park have been negatively affected by the presence of encampments, rendering it unsafe for use by the community. Widespread defecation and urination have created unhealthy conditions within the area set up with tables and benches for park users. Drug paraphernalia is present throughout the park posing a threat to the health, safety, and welfare of park users; and

WHEREAS, the City Council finds and determines that it is necessary to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition and to protect the health, safety and welfare of the community, while recognizing that, subject to reasonable conditions, camping and camping facilities associated with special events can be beneficial to the cultural and educational well-being of the city; and

WHEREAS, private property owners have complained to the City about the scope, size, and number of encampments on their property and the negative health and safety consequences

associated with those encampments and have regularly requested the City's assistance in cleaning up those encampments; and

WHEREAS, it is necessary and urgent for the immediate preservation of the public peace, health, and safety of the residents of the city and the public at large to enact an emergency measure to address the negative health and safety consequences associated with overnight encampments, including, but not limited to the health and safety consequences created by the accumulation of human waste, the accumulation of garbage, including used needles used for the administration of drugs intravenously, and the safety of city employees from aggressive behavior and unwanted sexual comments; and

WHEREAS, updates to the Salinas Municipal Code are necessary in order to address issues associated with individuals loitering in and around public spaces and also associated with overnight camping within the city and the establishment of encampments on public property and private property; and

WHEREAS, the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including water and waste disposal is a principal threat to the public health, safety, and welfare. Destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes. Destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Article XIV of Chapter 16 of the Salinas Municipal Code is hereby amended as follows:

Article XIV. Prohibition Against Camping

Sec. 16-140.010. Purpose.

The public areas within the city, including streets, sidewalks, parks, public building and public land, should be readily accessible and available to residents and the public at large for use in a clean, safe, and healthy manner. The use of these areas by campers interferes with the ability of residents and the public at large to use the areas in the clean, healthy, and safe manner for the uses intended. Such camping and the attendant negative effects can constitute a public health and safety hazard, which adversely impacts other members of the public and neighborhoods, as well as industrial, agricultural, and commercial areas. Nonetheless, sleeping and resting are universal and unavoidable consequences of being human. For individuals with no access to private spaces, sleeping and resting can only be done in public. A purpose of this article is to strike a balance between the need of residents and the public at large to clean, reasonable, safe access to public spaces and the needs of individuals without access to private spaces to sleep and rest. It is necessary to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition. It is necessary to protect the health,

safety and welfare of the community. It is necessary for all humans to sleep and rest, and for those individuals without access to private spaces, to do so in public spaces. Nothing in this article is intended to interfere with otherwise lawful and ordinary uses of public or private property.

Sec. 16-140.020. Definitions.

For the purposes of this article, the following terms shall have the following definitions:

- (a) "Camp" means to place, pitch or occupy camp facilities; to live temporarily in a camp facility or outdoors; to use camp paraphernalia.
- (b) "Camp facilities" include, but are not limited to, tents, sleeping bags, blankets, huts, yurts, vehicles, vehicle camping outfits, temporary shelters, or other materials (whether hand-built or otherwise) for the purpose of sleeping, lying, or sheltering one or more persons .
- (c) "Camp paraphernalia" includes, but is not limited to, bedrolls, air mattresses, tarpaulins, cots, beds, sleeping bags, hammocks and similar equipment.
- (d) "City facilities" are city hall, public libraries, the public service yard, police stations, public safety facilities, fire stations, airports, sports complexes, recreation center, the armory building, permit center, pump station, golf course, stormwater facility, sewage treatment plant, and parking garages owned or operated by the city of Salinas.
- (e) "Community development director" is the community development director or designee.
- (f) "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, as approved by resolution of the City Council, that the City Manager designates as being so vital and integral to the operation or functioning of the city that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, libraries; structures such as antennas, bridges, roads, sidewalks, train tracks, drainage systems, surface channels, outfalls, or stormwater facilities; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunications facilities, or water sources.
- (g) "Education facilities" are public or private schools, libraries, sports complexes, and recreation centers at which children regularly gather.
- (h) "Establish" means to set up or move equipment, supplies or materials on to public or private property to camp or operate camp facilities.
- (i) "Maintain" means to keep or permit equipment, supplies or materials to remain on public or private property in order to camp or operate camp facilities.
- (j) "Operate" means to participate or assist in establishing or maintaining a camp or camp facility.
- (k) "Private property" means all private property including, but not limited to, streets, sidewalk, alleys, and improved or unimproved land.
- (l) "Public property" means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building, street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the city of Salinas. Public property includes City facilities as defined in this section.
- (m) "Stormwater facility" means any constructed component of a stormwater system, whether public or private, designed or constructed to perform a particular function or multiple functions. Stormwater facilities include, but are not limited to, pipes, swales, ditches, culverts,

street gutters, detention basins, constructed wetlands, infiltration devices, catch basins, oil/water separators, and sediment basins.

- (n) “Street” means streets, avenues, highways, lanes, alleys, ways, crossings or intersections, co-routes and cul-de-sacs.

Sec. 16-140.030. Unlawful camping.

Except as may otherwise be specifically permitted in the Salinas Municipal Code, it is unlawful and a public nuisance for any person to camp, establish, maintain, operate or occupy camping facilities, or use camp paraphernalia:

- (a) On any public property;
- (b) On any critical infrastructure; within 25-feet of critical infrastructure; within 25-feet of a vehicular or pedestrian entrance or exit of critical infrastructure; on those portions of a right-of-way that are required by state, local, or federal law to be free of obstruction to first responders, including but not limited to members of law-enforcement, fire-prevention, or emergency medical services agencies; or within a wildfire risk area (as defined in California Code of Regulations, title 24, part 9, section 202).
- (c) Any private property, improved or unimproved.
- (d) The prohibition set forth in this section does not apply to:
 - (1) Overnight camping on private residential property, by no more than six people, with the consent of the property owner or a person in lawful possession of the property, provided the property owner or a person in lawful possession provides onsite access to flush toilets and onsite refuse disposal, and the camping does not pose a threat to the public’s health, safety, welfare, or otherwise create a public or private nuisance;
 - (2) Mobile home parks and special occupancy parks;
 - (3) Camping on public or private property pursuant to a permit issued under Salinas Municipal Code Section 16-140.040; and
 - (4) Day use for lawful activities on public property where authorized.
- (e) Within 200 feet of any posted notice to vacate or to remove personal property posted pursuant to Salinas Municipal Code Section 16-130.040 or other official signage designating a location for enforcement action or otherwise prohibiting sleeping, sitting, lying, camping, or placing personal property in that location.

A violation of this section is a misdemeanor. In addition to the remedies set forth in Penal Code section 370, the city may institute civil actions to abate a public nuisance pursuant to Section 1-8.1.

Sec. 16-140.040. Overnight event permit.

The city manager may promulgate regulations to establish a program pursuant to which a permit may be issued to establish, maintain and operate a camp or a camp facility in connection with a special overnight event. A special overnight event is intended to include, but is not limited to, programs operated by departments of the city, events organized by nonprofit or community-based organizations, organized youth or school events, and sporting events. The regulations shall be published on the city’s website. Regulations promulgated by the city manager shall have the same force and effect of law and become effective upon date of publication.

Any person who establishes, maintains or operates a camp or camp facility without a permit may be subject to a misdemeanor. Such activity constitutes a public nuisance. In addition to the remedies set forth in Penal Code section 370, the city may institute civil actions to abate a public nuisance pursuant to Salinas Municipal Code Section 1-8.1.

Sec. 16-140.050. Posting of overnight event permit.

It is unlawful for any person to establish, maintain, conduct or carry on any camp or camp facility unless there shall be at all times posted in a conspicuous place upon the area or tract of land upon which the camp or camp facility is located a permit obtained from the city in accordance with the provisions of Section 16-140.040 of this chapter.

A violation of this section is a misdemeanor. In addition to the remedies set forth in Penal Code section 370, the city may institute civil actions to abate a public nuisance pursuant to Section 1-8.1.

Sec. 16-140.060. Conduct on public property, monuments, and lawns.

No person, after having been notified by a police officer or other city employee or official that he or she is in violation of the prohibition in this section shall:

- (a) Walk, stand, sit, or lie upon any monument, vase, decorative fountain, drinking fountain, bike rack, trash receptacle, median, fire hydrant, street-tree planter, berm, utility cabinet, railing, fence, planter, stairwell, parking lot, or parking structure;
- (b) Walk, stand, sit, or lie upon any public lawn or planted area that is posted with signs that forbid such conduct;

A violation of this section is a misdemeanor.

Sec. 16-140.070. Conduct on private property.

The city council finds and determines that encampments located on private property have at least the same health, safety, and welfare concerns as encampments on public property and find the same to constitute a nuisance. The city manager is authorized to promulgate all regulations necessary to provide for city clean-up and removal of encampments located on private property and for the recovery of all costs and expenses associated therewith. The regulations shall be published on the city's website. Regulations promulgated by the city manager shall have the same force and effect of law and become effective upon date of publication.

Sec. 16-140.080. Noticed cleanup of public property.

It is necessary to periodically close public property for cleaning and removal of accumulated garbage, refuse, hypodermic needles, and debris. The city council shall approve, by resolution, a

form and procedure the promulgation of public notice for the closing of public property for such cleanings. On no one day shall the city close for cleaning more than one fourth of the sidewalks in the city for cleaning.

SECTION 2. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION 3. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

SECTION 4. CEQA Compliance. The City Council’s adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council’s adoption of this ordinance is exempt because it does not meet the definition of a “project” under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

ATTEST:

Patricia M. Soratos, City Clerk

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

AN ORDINANCE AMENDING ARTICLE XIII OF CHAPTER 16 OF THE SALINAS MUNICIPAL CODE RELATED TO THE STORAGE OF PERSONAL BELONGINGS ON CITY PROPERTY

City Attorney Impartial Analysis

This ordinance amends Article XIII of Chapter 16 of the Salinas Municipal Code by prohibiting the storage of any personal property on City property and by redefining what personal property will be collected and stored as a part of the City's enforcement of the Ordinance by cleaning-up an encampment. This ordinance also reduces the pre-cleanup noticing requirement to twenty-four hours and reduces the length of time personal belongings collected at a cleanup will be stored to sixty (60) days. This ordinance also allows for removal of personal property without prior notice in exigent circumstances involving an imminent threat to life, safety, health, or infrastructure.

WHEREAS, Salinas is a Charter city organized and operating pursuant to Article 7 of the California Constitution; and

WHEREAS, through previous legislative enactments (Ordinance No. 2564, Ordinance No. 2567, Ordinance No. 2599, and Resolution Nos. 20884 and 20908), the City Council declared its intent to prevent the misappropriation of City property for personal use and the proliferation of encampments on public property that have a significant adverse effect on public health, safety, and welfare and impede or entirely obstruct access by emergency responders when responding to emergencies; and

WHEREAS, through its previous legislative enactments, the City Council made clear its intent to prevent the misappropriation of City property for personal use and to promote the public health, safety, and welfare by ensuring that City property remains accessible and usable by all members of the public for the purposes for which such public property is intended and by ensuring that City property remains in a clean, sanitary, and accessible condition; and

WHEREAS, the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, should be readily accessible, free from obstruction, and available to the public at large for use in a safe and healthy manner; and

WHEREAS, the use of these areas for overnight camping purposes interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended; and

WHEREAS, such camping activity can constitute a public health and safety hazard, which adversely impacts other members of the public, neighborhoods, industrial, agricultural, and commercial areas; and

WHEREAS, in addition to the proliferation of camping and encampments on public property in the city of Salinas which has obstructed access by pedestrians and users of City facilities, individuals camping on public property and/or residing in encampments on public property frequently urinate and defecate on City property (and nearby private property) and have been observed using and distributing narcotics and alcohol causing unsafe and unsanitary conditions

to persist around and within the areas of the camps and/or the encampments creating an environment for the spread of disease and bacteria and an environment which prevents Salinas's residents from using and accessing City facilities, including the City libraries and recreation centers; and

WHEREAS, City employees and members of the public at large have reported that overnight camping on City property has specifically interfered with their use of public buildings, public sidewalks, public streets, parking lots, parking garages, and other open spaces, including the public space surrounding the library and the public space in front of City Hall; and

WHEREAS, City employees leaving City Hall have been confronted by overnight campers screaming, yelling, and displaying other aggressive and erratic behavior that has made those employees fear for their safety upon egress of the building; and

WHEREAS, City employees have been confronted by overnight campers subjecting them to unwanted sexual comments; and

WHEREAS, City employees have observed individuals around the City Permit Center and the adjacent parking structure engage in sexual activity, as well as illegal drug use; and

WHEREAS, members of the public as well as City employees have complained about the smell of public places, including the area in front of City Hall and the areas around the City libraries (particularly the John Steinbeck Library) and City Permit Center and adjacent parking structure, as a result of individuals loitering in and around those areas and as a result of overnight camping activity, including urination and defecation by overnight campers; and

WHEREAS, drug paraphernalia has been found at the site of the overnight camp in front of City Hall; and

WHEREAS, it has been reported that public spaces can no longer be used by residents and the public at large for the manner and uses in which they were intended, including specific complaints that outdoor public spaces, including, but not limited to, the space in front of City Hall, the space around the City Permit Center and adjacent parking structure, and the space around the John Steinbeck Library, including the grass areas in front of the John Steinbeck Library, that were once used by residents and the public at large to recreate, eat lunch, and take breaks can no longer be used for those purposes as a result of the litter, urine and feces left by individuals loitering in and around those areas and as a result of the overnight campers in those areas; and

WHEREAS, the lawn areas and other spaces on or around City property, including most-notably the lawn areas in front of City Hall and in front of the John Steinbeck Library are frequently used by persons in such a manner that they have been damaged and or destroyed and in some cases present a danger to the health and safety of the community and of the patrons of those facilities; and

WHEREAS, City employees must regularly clean up and remove human waste from areas used for overnight camping including, but not limited to, the space in front of City Hall, the space surrounding the John Steinbeck Library, recreation centers, public parking lots, and public parking garages; and

WHEREAS, residents and the public at large are prevented from the use of the public areas within and around the city, including streets, sidewalks, parks, public building and public land when those areas are obstructed by a gathering preventing the free passage by use of any street,

sidewalk, alley, public way, ingress to any public building, or place used by members of the public to go from place to place; and

WHEREAS, the abuse or mutilation of trees, plants, and lawn prevents residents and the public at large from the reasonable use and enjoyment of those items while costing the City substantial money and resources for the restoration of those items; and

WHEREAS, urination and defecation outside of urinals, toilets, or commodes located in bathrooms, restrooms, or other structures specifically designated for the purpose of urination and defecation poses a significant health and safety problem to residents and the public at large as well as costing the city substantial money and resources to clean; and

WHEREAS, from 2020-2023, an encampment within the Carr Lake area grew to over one hundred separate encampments causing the degradation of waterways through trash accumulation. The adjacent neighborhoods saw an increase in criminal activity during this same time period including, but not limited to, acts of indecent exposure and gang-related crimes (homicides, drug dealing, human trafficking, and gambling). In November 2023, the City removed approximately two hundred tons of debris from this area. A wooden walkway (commonly known as the “boardwalk”) that runs along East Laurel Drive on Carr Lake’s south end suffered structural damage by unsheltered individuals removing the wooden planks and digging underneath the boardwalk to establish encampments, thereby undermining the structural integrity of this pedestrian walkway; and

WHEREAS, encampments along the Alisal Creek have caused degradation of water quality due to human feces and trash entering the waterway; and

WHEREAS, between 2020-2023, the waterway near Casentini Street and Main Street 2020-2023, became polluted as a result of trash and human waste being deposited into the waterway. The City cleaned out approximately ten tons of debris from this waterway. During this same time period, multiple fires occurred that were caused by individuals living in encampments along this waterway endangering nearby residential structures. Accumulated flammable debris have heightened fire risks within this area; and

WHEREAS, during the period 2020-2025, the number of unsheltered individuals living in encampments in the Circle Drive and Cesar Chavez Park areas has significantly increased and impacted adjacent residential neighborhoods. Criminal activity including drug trafficking and residential theft has increased as a result, in addition to incidents of indecent exposure and evidence of drug use; and

WHEREAS, numerous shopping carts and camping paraphernalia routinely block the dead end of East San Luis Street as a result of the growing unsheltered population establishing encampments in this area; and

WHEREAS, the number of encampments in the CreekBridge area, from Veterans Parkway at East Laurel Drive to the rear of the Safeway grocery store on Constitution Boulevard has grown substantially. Public defecation and disposal of trash by the unsheltered living in these encampments into the waterway have caused degradation of water quality. Drug sales, drug use,

and human trafficking are common within this encampment area. Residential theft and robberies have risen as a result of the growing encampment area; and

WHEREAS, the roadway underpass at Market Street is a focal point for unsheltered encampments leading to significant public health, safety, and quality of life concerns for nearby residents and commuters. The underpass' location along a major roadway creates an intensified risk for residents of the encampment and for drivers as individuals from the encampment frequently walk into the roadway into traffic, endangering themselves and drivers. Fires started within the encampment cause damage to the roadway underpass threatening the structural integrity of the roadway. The proximity of this encampment to residential neighborhoods has lead to increased theft and vandalism, coupled with an increased insecurity among residents of the neighborhood. The visual blight of encampments adjacent to and within the residential neighborhood diminishes the quality of life for residents of the neighborhood; and

WHEREAS, during the period 2020-2023, the number of encampments within the Chinatown area has increased significantly resulting in an equally significant deterioration of the neighborhood due to increased crime; increased threats to public health from the presence of human waste, trash, rodents and vermin, drugs, and toxic waste. Police operations within this area during this time period and to the present have uncovered extensive drug use and possession (including methamphetamine and fentanyl), possession of dangerous weapons (including knives, guns, and a hand grenade), and signs of gang control (where gangs exploit the unsheltered population by imposing "taxes" and coercing unsheltered into drug trafficking and other criminal activities). Local business are impacted by the presence of encampments by the blockage of sidewalks and entryways, which deter customers and visitors; and

WHEREAS, the waterway on the Rico Street and West Lake Street area has been plagued by encampments leading to significant environmental issues. The waterway, vital for local agricultural and natural systems, has suffered contamination due to widespread drug use and the presence of human waste; and

WHEREAS, activities within Sherwood Park have been negatively affected by the presence of encampments, rendering it unsafe for use by the community. Widespread defecation and urination have created unhealthy conditions within the area set up with tables and benches for park users. Drug paraphernalia is present throughout the park posing a threat to the health, safety, and welfare of park users; and

WHEREAS, the City Council finds and determines that it is necessary to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition and to protect the health, safety and welfare of the community, while recognizing that, subject to reasonable conditions, camping and camping facilities associated with special events can be beneficial to the cultural and educational well-being of the city; and

WHEREAS, private property owners have complained to the City about the scope, size, and number of encampments on their property and the negative health and safety consequences associated with those encampments and have regularly requested the City's assistance in cleaning up those encampments; and

WHEREAS, it is necessary and urgent for the immediate preservation of the public peace, health, and safety of the residents of the city and the public at large to enact an emergency measure to address the negative health and safety consequences associated with overnight encampments, including, but not limited to the health and safety consequences created by the accumulation of human waste, the accumulation of garbage, including used needles used for the administration of drugs intravenously, and the safety of city employees from aggressive behavior and unwanted sexual comments; and

WHEREAS, updates to the Salinas Municipal Code are necessary in order to address issues associated with individuals loitering in and around public spaces and also associated with overnight camping within the city and the establishment of encampments on public property and private property; and

WHEREAS, the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including water and waste disposal is a principal threat to the public health, safety, and welfare. Destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes. Destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF SALINAS as follows:

SECTION 1. Article XIII of Chapter 16 of the Salinas Municipal Code is hereby amended as follows:

Article XIII. Storage of Personal Property on City Property

Sec. 16-130.010. Purpose.

The public areas within the city, including streets, sidewalks, parks, public buildings, and public land, should be readily accessible and available to residents and the public at large for use in a safe and healthy manner. The use of these areas for the storage of personal property interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended. Such storage and the attendant negative effects can constitute a public health and safety hazard, which adversely impacts other members of the public and neighborhoods, as well as industrial, agricultural, and commercial areas. Nonetheless, individuals who have no access to private spaces, nonetheless need to retain access to a limited amount of personal property in public areas. A purpose of this article is to strike a balance between the need of residents and the public at large to reasonable, safe access to public spaces and the needs of individuals without access to private spaces to retain access to a limited amount of personal property. It is necessary to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public infrastructure and public and

private areas within the city, in a safe, clean, sanitary and accessible condition. It is necessary to protect the health, safety and welfare of the community. It is necessary for all humans to sleep and rest, and for those individuals without access to private spaces, to do so in public spaces. Nothing in this article is intended to interfere with otherwise lawful and ordinary uses of public or private property.

Sec. 16-130.020. Definitions.

The definitions contained in this subsection shall govern the construction, meaning, and application of words and phrases used in this article.

- (a) "Administrative procedure" means the city's administrative procedure for the removal of personal property.
- (b) "Bulky item" means any item that is too large to fit into a ninety-gallon container with the lid closed, including, but not limited to, a shed, structure, mattress, couch, chair, other furniture or appliance. A container with a volume of no more than ninety gallons used by an individual to hold his or her personal property shall not in itself be considered a bulky item.
- (c) "City property" means any real or personal property owned or controlled by the city and includes, but is not limited to, any publicly-owned park, building, street, sidewalk, way, path, alley, park, parking lot or other public property owned or controlled by the city and located within the city of Salinas.
- (d) "Critical Infrastructure" means real property or a facility, whether privately or publicly owned, as approved by resolution of the City Council, that the City Manager designates as being so vital and integral to the operation or functioning of the city that its damage, incapacity, disruption, or destruction would have a debilitating impact on the public health, safety, or welfare. Critical infrastructure may include, but is not limited to, government buildings, such as fire stations, police stations, libraries; structures such as antennas, bridges, roads, sidewalks, train tracks, drainage systems, surface channels, outfalls, or stormwater facilities; or systems, such as computer networks, public utilities, electrical wires, natural gas pipes, telecommunications facilities, or water sources.
- (e) "Person" means any individual, group, business, company, corporation, joint venture, partnership or other entity or association composed of two or more individuals.
- (f) "Personal belongings" means items (i) items with an apparent value of \$50 or more; (ii) items of apparent personal value, including, but not limited to: eyeglasses; operational wheelchairs, walkers, crutches, or other medical equipment; habitable tents; personal papers (such as photographs, albums, IDs, bank statements, and legal papers); backpacks; containers; and operational bicycles, scooters, and strollers.
- (g) "Personal property" means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal belongings, as defined in this subsection.
- (h) "Store", "stored", "storing" or "storage" means to put personal property aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a public area. Moving personal property to another location in a public area or returning personal property to the same block on a daily or regular basis shall be considered storing and shall not be considered to be removing the personal property from a public area. This definition shall not include any

personal property that, pursuant to statute, ordinance, permit, regulation or other authorization by the city or state, is stored with the permission of the city or state on real property that is owned or controlled by the city.

- (i) "Tent" means any tent, as that term is generally understood, and also includes any tarpaulin, cover, structure or shelter, made of any material which is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarpaulins, cover, structure or shelter.
- (j) "Unattended" means no person is present with the personal property who asserts or claims ownership over the personal property. Unattended personal property is considered to be abandoned. Conversely, property is considered "attended" if a person is present with the personal property and the person claims ownership over the personal property.

Sec. 16-130.030. Regulation, collection and storage, and discarding of stored personal property.

- (a) No person shall store any personal property on city property.
- (b) No person shall store any personal property on critical infrastructure; within 25-feet of critical infrastructure; within 25-feet of a vehicular or pedestrian entrance or exit of critical infrastructure; on those portions of a right-of-way that are required by local, state, or federal law to be free of obstruction to first responders, including but not limited to members of law-enforcement, fire-prevention, or emergency medical services agencies; or within a wildfire risk area (as defined in California Code of Regulations, title 24, part 9, section 202). Any violation of this subsection 16-130.030(b) may be abated immediately by the City without prior notice, if the violation poses an imminent threat to public health or safety. Abatement pursuant to this subsection may include, but is not limited to, removal of camp facilities, camp paraphernalia, personal property, garbage, hazardous waste, junk, or debris; and securing the perimeter of the property with fencing, gates, or barricades to prevent further occurrences of the nuisance activity.
- (c) Except as may otherwise be provided in this Article, with pre-removal notice as specified in Section 16-130.040(a), the city may collect and store any unattended personal belongings that are not a health or safety hazard. Any other personal property will be disposed of and not collected and stored.
 - (1) Items that constitute a health or safety hazard and will not be collected and stored include, but are not limited to, (i) toxic sharps: needles, scissors, knives; (ii) chemicals: bleach, paint, oils, etc.; (iii) items (including bedding and clothing) that appear soiled, including, but not limited to, by human waste, dirt, or bodily fluids; (iv) moldy, mildewed items; (v) items that may be infested by rodents or insects: rats, mice, fleas, lice, or bed bugs; and (vi) items that may pose a risk of fire or explosion, combustibles, and propane tanks or any item containing fuel or corrosives or other unidentified liquids.
 - (2) If personal belongings are co-mingled or littered with needles, human waste, or other health risks, the entire pile of personal belongings may be disposed of.
 - (3) Bulky items, perishable items such as food, and trash or debris will be disposed of and will not be collected and stored.

- (c) No person shall store any personal property on city property in such a manner that it does not allow for passage as required by the Americans with Disabilities Act of 1990, Pub. L. No. 101-336, 104 Stat. 328 (1990), as amended from time to time (ADA). Without prior notice, the city may move and may immediately collect and store any personal belongings that are not a health and safety hazard and may immediately discard any other personal property, whether attended or unattended, stored in a public area in such a manner that it does not allow for passage as required by the ADA. Post-removal notice shall be provided as set forth in Section 16-130.040(b).
- (d) No person shall store any personal property on city property within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Without prior notice, the city may move and may immediately collect and store any personal property, whether attended or unattended, stored in a public area within ten feet of any operational and utilizable entrance, exit, driveway or loading dock. Post-removal notice shall be provided as set forth in Section 16-130.040(b).
- (e) No person shall store personal property on city property that has a clearly posted closure time at any after the posted closure time. Without prior notice, the city may collect and store personal property, whether attended or unattended, stored on city property that has a clearly posted closure time, provided the personal property is removed and impounded after the posted closure time. Post-removal notice shall be provided as set forth in Section 16-130.040(b).
- (f) No person shall store personal property on city property that has been noticed for a cleanup pursuant to Salinas City Code Section 16-140.080. Without additional notice to that notice required by Section 16-140.080, the city may collect and remove personal property, whether attended or unattended, stored on city property that has been noticed for a cleanup, provided the personal property is collected and stored during the time of the noticed enforcement action or within twenty-four hours following any noticed enforcement action. Post-removal notice shall be provided as set forth in Section 16-130.040(b).
- (g) No person shall store any personal property on public property if the personal property, whether attended or unattended, constitutes an immediate threat to the health or safety of the public. Without prior notice, the city may remove and may discard any personal property stored in a public area if the personal property poses an immediate threat to the health or safety of the public.
- (h) No person shall store any personal property in a public area if the personal property, whether attended or unattended, constitutes an evidence of a crime or contraband. Without prior notice, the city may remove and may discard any personal property that constitutes evidence of a crime or contraband, as permissible by law.
- (i) No person shall store any bulky item on city property. Without prior notice, the city may remove and may discard any bulky item, whether attended or unattended, stored in on city property unless the bulky item is designed to be used as a shelter. For any bulky item that is designed to be used as a shelter, but does not constitute a Tent as defined in Section 16-130.020, with pre-removal notice as specified in Section 16-130.040(a), the city may remove and discard the bulky item, whether attended or unattended. If the bulky item violates another subsection herein, even if it is designed to be used as a shelter, the city may collect and store or discard the bulky item pursuant to that subsection.

Sec. 16-130.040. Enforcement Action; Notices.

- (a) Pre-Removal Notice. Except in exigent circumstances involving an imminent threat to life, safety, health, or infrastructure, the City, or an agent acting on its behalf, shall post a notice to vacate and to remove all personal property. Pre-removal notice shall be deemed provided if a written notice is provided to the person who is storing or claims ownership of the personal property, or is posted conspicuously by the City, or any agent acting on their behalf, on or near the personal property at least forty-eight (48) hours prior to the enforcement action by collection and storage of personal belongings and disposal of personal property.. No enforcement actions shall begin earlier than the date and time on the per-removal notice, If the enforcement operations do not begin within forty-eight (48) hours of the date written on the pre-removal notice, a new pre-removal notice must be posted a minimum of twenty-four (24) hours before enforcement actions may begin. The written notice shall contain the following:
- (1) The location from which the personal property will be removed.
 - (2) The date and time the notice was posted.
 - (3) A statement that the personal belongings have been stored in violation of Salinas City Code Section 16-130.030.
 - (4) A statement that the personal property may be impounded if not removed from public areas within twenty-four hours.
 - (5) A statement that moving personal property to another location in a public area shall not be considered removal of personal property from a public area.
 - (6) The address where the personal belongings that have been collected will be stored, including a telephone number and the internet website of the city through which a person may receive information as to collected and stored personal belongings, as well as information as to voluntary storage location(s).
 - (7) A statement that collected and stored personal belongings may be discarded if not claimed within sixty (60) days after collection and storage.
- (b) Post-Removal Notice. Upon removal of stored personal belongings, written notice shall be conspicuously posted in the area from which the personal belongings were removed. The written
- (2) The date and approximate time the personal belongings were removed.
 - (3) A statement that the personal belongings have been stored in violation of Salinas City Code Section 16-130.030.
 - (4) The address where the personal belongings will be located, including a telephone number and internet website of the city through which a person may receive information as to collected and stored personal belongings.
 - (5) A statement that collected and stored personal belongings may be discarded if not claimed within sixty (60) days after collection and storage.
- (c) Where exigent circumstances requiring less than forty-eight (48) hours' notice the City, or any agent acting on their behalf, shall provide as much notice as reasonably possible under the circumstances and, as reasonably possible following enforcement action, shall post post-removal notice at or near the site of the enforcement operation.

Sec. 16-130.050. Storage, disposal, and repossession of collected and stored property.

- (a) Except as specified herein, the city shall move personal belongings that have been collected and stored to a place of storage.
- (b) Except as specified herein, the city shall store personal belongings that have been collected and stored for sixty (60) days, after which time, if not claimed, it will be discarded. The city shall not be required to undertake any search for, or return, any impounded personal belongings stored for longer than sixty (60) days.
- (c) The city shall maintain a record of the date any impounded personal belongings were discarded.
- (d) The owner of personal belongings that have been collected and stored may repossess the personal belongings prior to their disposal upon submitting satisfactory proof of ownership. A person may establish satisfactory proof of ownership by, among other methods, describing the location from and date when the personal belongings were impounded from a public area, and providing a reasonably specific and detailed description of the personal belongings. Valid, government-issued identification is not required to claim impounded personal belongings.

Sec. 16-130.060. Ban on attachments to public and private property.

- (a) Public Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any public property, including, but not limited to, a building or portion or protrusion thereof, fence, bus shelter, trash can, mail box, pole, bench, news rack, sign, tree, bush, shrub or plant, without the city's prior written consent.
- (b) Private Property. No person shall erect any barrier against or lay string or join any wires, ropes, chains or otherwise attach any personal property to any private property in such a manner as to create an obstruction on or across any street or area where the public may travel.
- (c) Removal. Without prior notice, the city may remove any barrier, string, wires, ropes, chains or other attachment of personal property, whether attended or unattended, to any public property, or to any private property which creates an obstruction to any street or area where the public may travel.

Sec. 16-130.070. Illegal dumping.

Nothing herein precludes the enforcement of any law prohibiting illegal dumping.

Sec. 16-130.080. Unlawful conduct.

Salinas City Code Section 1-01.08 shall not apply to violations of this section except as follows:

- (a) No person shall willfully resist, delay or obstruct a city employee from moving, removing, impounding or discarding personal property stored on city property in violation of Salinas City Code Section 16-130.030.

- (b) No person shall refuse to take down, fold, deconstruct or otherwise put away any tent erected or configured in violation of Salinas City Code Section 16-140.030, or willfully resist, delay or obstruct a city employee from taking down, folding, deconstructing, putting away, moving, removing, impounding or discarding the tent, including by refusing to vacate or retreat from the tent.
- (c) No person shall refuse to remove any barrier, string, wire, rope, chain or other attachment that violates Salinas City Code Section 16-130.060, or willfully resist, delay or obstruct a city employee from deconstructing, taking down, moving, removing, impounding or discarding the barrier, string, wire, rope, chain or other attachment, including by refusing to vacate or retreat from an obscured area created by the attachment.
- (d) No person shall willfully resist, delay or obstruct a city employee from removing or discarding a bulky item stored in violation of Salinas City Code Section 16-130.030, including by refusing to vacate or retreat from within the bulky item or from an obscured area created by the bulky item.
- (f) A violation of Salinas City Code Section 16-130.070 prohibiting illegal dumping.

SECTION 2. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith are hereby repealed as of the effective date of this ordinance.

SECTION 3. Publication. The City Clerk shall cause a summary of this ordinance to be published once in a newspaper published and circulated in Salinas within fifteen (15) days after adoption. (Salinas Charter Section 11.9)

SECTION 4. CEQA Compliance. The City Council’s adoption of this ordinance is not a project subject to environmental review under the California Environmental Quality Act (CEQA Guidelines Section 15061(b)(3) because it would not have a significant effect on the environment. Additionally, the City Council’s adoption of this ordinance is exempt because it does not meet the definition of a “project” under CEQA, pursuant to CEQA Guidelines sections 15060(c)(1) and 15378(a), because it has no potential to result in a direct or reasonably foreseeable physical change in the environment.

SECTION 5. Severability. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of any competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The Salinas City Council hereby declares that it would have passed this ordinance and each and every section, subsection, clause, and phrase thereof not declared invalid or unconstitutional without regard to whether any portion of the ordinance would be subsequently declared invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance will take effect thirty (30) days from and after its adoption.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

APPROVED AS TO FORM:

Christopher A. Callihan, City Attorney

ATTEST:

Patricia M. Soratos, City Clerk

RESOLUTION NO. _____

**A RESOLUTION UPDATING THE ADMINISTRATIVE PROCEDURES FOR THE
REMOVAL OF UNLAWFUL CAMPSITES, BULKY ITEMS, AND PERSONAL
BELONGINGS**

WHEREAS, Salinas is a Charter city organized and operating pursuant to Article 7 of the California Constitution; and

WHEREAS, through previous legislative enactments (Ordinance No. 2564, Ordinance No. 2567, Ordinance No. 2599 and Resolution Nos. 20884 and 20908), the City Council declared its intent to prevent the misappropriation of City property for personal use and the proliferation of encampments on public property that have a significant adverse effect on public health, safety, and welfare and impede or entirely obstruct access by emergency responders when responding to emergencies; and

WHEREAS, through its previous legislative enactments, the City Council made clear its intent to prevent the misappropriation of City property for personal use and to promote the public health, safety, and welfare by ensuring that City property remains accessible and usable by all members of the public for the purposes for which such public property is intended and by ensuring that City property remains in a clean, sanitary, and accessible condition; and

WHEREAS, the public areas within the city, including streets, sidewalks, parks, public buildings, and public land, should be readily accessible, free from obstruction, and available to the public at large for use in a safe and healthy manner; and

WHEREAS, the use of these areas for overnight camping purposes interferes with the ability of residents and the public at large to use the areas in the healthy and safe manner for the uses intended; and

WHEREAS, such camping activity can constitute a public health and safety hazard, which adversely impacts other members of the public, neighborhoods, industrial, agricultural, and commercial areas; and

WHEREAS, in addition to the proliferation of camping and encampments on public property in the city of Salinas which has obstructed access by pedestrians and users of City facilities, individuals camping on public property and/or residing in encampments on public property frequently urinate and defecate on City property (and nearby private property) and have been observed using and distributing narcotics and alcohol causing unsafe and unsanitary conditions to persist around and within the areas of the camps and/or the encampments creating an environment for the spread of disease and bacteria and an environment which prevents Salinas's residents from using and accessing City facilities, including the City libraries and recreation centers; and

WHEREAS, City employees and members of the public at large have reported that overnight camping on City property has specifically interfered with their use of public buildings, public sidewalks, public streets, parking lots, parking garages, and other open spaces, including the public space surrounding the library and the public space in front of City Hall; and

WHEREAS, City employees leaving City Hall have been confronted by overnight campers screaming, yelling, and displaying other aggressive and erratic behavior that has made those employees fear for their safety upon egress of the building; and

WHEREAS, City employees have been confronted by overnight campers subjecting them to unwanted sexual comments; and

WHEREAS, City employees have observed individuals around the City Permit Center and the adjacent parking structure engage in sexual activity, as well as illegal drug use; and

WHEREAS, members of the public as well as City employees have complained about the smell of public places, including the area in front of City Hall and the areas around the City libraries (particularly the John Steinbeck Library) and City Permit Center and adjacent parking structure, as a result of individuals loitering in and around those areas and as a result of overnight camping activity, including urination and defecation by overnight campers; and

WHEREAS, drug paraphernalia has been found at the site of the overnight camp in front of City Hall; and

WHEREAS, it has been reported that public spaces can no longer be used by residents and the public at large for the manner and uses in which they were intended, including specific complaints that outdoor public spaces, including, but not limited to, the space in front of City Hall, the space around the City Permit Center and adjacent parking structure, and the space around the John Steinbeck Library, including the grass areas in front of the John Steinbeck Library, that were once used by residents and the public at large to recreate, eat lunch, and take breaks can no longer be used for those purposes as a result of the litter, urine and feces left by individuals loitering in and around those areas and as a result of the overnight campers in those areas; and

WHEREAS, the lawn areas and other spaces on or around City property, including most-notably the lawn areas in front of City Hall and in front of the John Steinbeck Library are frequently used by persons in such a manner that they have been damaged and or destroyed and in some cases present a danger to the health and safety of the community and of the patrons of those facilities; and

WHEREAS, City employees must regularly clean up and remove human waste from areas used for overnight camping including, but not limited to, the space in front of City Hall, the space

surrounding the John Steinbeck Library, recreation centers, public parking lots, and public parking garages; and

WHEREAS, residents and the public at large are prevented from the use of the public areas within and around the city, including streets, sidewalks, parks, public building and public land when those areas are obstructed by a gathering preventing the free passage by use of any street, sidewalk, alley, public way, ingress to any public building, or place used by members of the public to go from place to place; and

WHEREAS, the abuse or mutilation of trees, plants, and lawn prevents residents and the public at large from the reasonable use and enjoyment of those items while costing the City substantial money and resources for the restoration of those items; and

WHEREAS, urination and defecation outside of urinals, toilets, or commodes located in bathrooms, restrooms, or other structures specifically designated for the purpose of urination and defecation poses a significant health and safety problem to residents and the public at large as well as costing the city substantial money and resources to clean; and

WHEREAS, from 2020-2023, an encampment within the Carr Lake area grew to over one hundred separate encampments causing the degradation of waterways through trash accumulation. The adjacent neighborhoods saw an increase in criminal activity during this same time period including, but not limited to, acts of indecent exposure and gang-related crimes (homicides, drug dealing, human trafficking, and gambling). In November 2023, the City removed approximately two hundred tons of debris from this area. A wooden walkway (commonly known as the “boardwalk”) that runs along East Laurel Drive on Carr Lake’s south end suffered structural damage by unsheltered individuals removing the wooden planks and digging underneath the boardwalk to establish encampments, thereby undermining the structural integrity of this pedestrian walkway; and

WHEREAS, encampments along the Alisal Creek have caused degradation of water quality due to human feces and trash entering the waterway; and

WHEREAS, between 2020-2023, the waterway near Casentini Street and Main Street 2020-2023, became polluted as a result of trash and human waste being deposited into the waterway. The City cleaned out approximately ten tons of debris from this waterway. During this same time period, multiple fires occurred that were caused by individuals living in encampments along this waterway endangering nearby residential structures. Accumulated flammable debris have heightened fire risks within this area; and

WHEREAS, during the period 2020-2025, the number of unsheltered individuals living in encampments in the Circle Drive and Cesar Chavez Park areas has significantly increased and impacted adjacent residential neighborhoods. Criminal activity including drug trafficking and

residential theft has increased as a result, in addition to incidents of indecent exposure and evidence of drug use; and

WHEREAS, numerous shopping carts and camping paraphernalia routinely block the dead end of East San Luis Street as a result of the growing unsheltered population establishing encampments in this area; and

WHEREAS, the number of encampments in the CreekBridge area, from Veterans Parkway at East Laurel Drive to the rear of the Safeway grocery store on Constitution Boulevard has grown substantially. Public defecation and disposal of trash by the unsheltered living in these encampments into the waterway have caused degradation of water quality. Drug sales, drug use, and human trafficking are common within this encampment area. Residential theft and robberies have risen as a result of the growing encampment area; and

WHEREAS, the roadway underpass at Market Street is a focal point for unsheltered encampments leading to significant public health, safety, and quality of life concerns for nearby residents and commuters. The underpass' location along a major roadway creates an intensified risk for residents of the encampment and for drivers as individuals from the encampment frequently walk into the roadway into traffic, endangering themselves and drivers. Fires started within the encampment cause damage to the roadway underpass threatening the structural integrity of the roadway. The proximity of this encampment to residential neighborhoods has lead to increased theft and vandalism, coupled with an increased insecurity among residents of the neighborhood. The visual blight of encampments adjacent to and within the residential neighborhood diminishes the quality of life for residents of the neighborhood; and

WHEREAS, during the period 2020-2023, the number of encampments within the Chinatown area has increased significantly resulting in an equally significant deterioration of the neighborhood due to increased crime; increased threats to public health from the presence of human waste, trash, rodents and vermin, drugs, and toxic waste. Police operations within this area during this time period and to the present have uncovered extensive drug use and possession (including methamphetamine and fentanyl), possession of dangerous weapons (including knives, guns, and a hand grenade), and signs of gang control (where gangs exploit the unsheltered population by imposing "taxes" and coercing unsheltered into drug trafficking and other criminal activities). Local business are impacted by the presence of encampments by the blockage of sidewalks and entryways, which deter customers and visitors; and

WHEREAS, the waterway on the Rico Street and West Lake Street area has been plagued by encampments leading to significant environmental issues. The waterway, vital for local agricultural and natural systems, has suffered contamination due to widespread drug use and the presence of human waste; and

WHEREAS, activities within Sherwood Park have been negatively affected by the presence of encampments, rendering it unsafe for use by the community. Widespread defecation and urination have created unhealthy conditions within the area set up with tables and benches for

park users. Drug paraphernalia is present throughout the park posing a threat to the health, safety, and welfare of park users; and

WHEREAS, the City Council finds and determines that it is necessary to maintain public and private lands, streets, sidewalks, alleys, ways, creeks, waterways, parks, playgrounds, recreation areas, plazas, open spaces, lots, parcels and other public and private areas within the city, in a clean, sanitary and accessible condition and to protect the health, safety and welfare of the community, while recognizing that, subject to reasonable conditions, camping and camping facilities associated with special events can be beneficial to the cultural and educational well-being of the city; and

WHEREAS, private property owners have complained to the City about the scope, size, and number of encampments on their property and the negative health and safety consequences associated with those encampments and have regularly requested the City's assistance in cleaning up those encampments; and

WHEREAS, it is necessary and urgent for the immediate preservation of the public peace, health, and safety of the residents of the city and the public at large to enact an emergency measure to address the negative health and safety consequences associated with overnight encampments, including, but not limited to the health and safety consequences created by the accumulation of human waste, the accumulation of garbage, including used needles used for the administration of drugs intravenously, and the safety of city employees from aggressive behavior and unwanted sexual comments; and

WHEREAS, updates to the Salinas Municipal Code are necessary in order to address issues associated with individuals loitering in and around public spaces and also associated with overnight camping within the city and the establishment of encampments on public property and private property; and

WHEREAS, the potential destruction of, damage to, or interference with, infrastructure that is critical to the provision of public services such as law enforcement, fire prevention, transportation, and utilities, including water and waste disposal is a principal threat to the public health, safety, and welfare. Destruction of, damage to, or interference with, critical infrastructure is caused by fire, contamination, restricting access, or other causes. Destruction of, damage to, or interference with, critical infrastructure is often caused by persons whose activities are not permitted or authorized in, on, or near critical infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF SALINAS as follows:

1. The Administrative Procedures for the Removal of Unlawful Campsites, Bulky Items, and Personal Property attached hereto are hereby approved.
2. All resolutions and parts of resolutions and all administrative procedures in conflict herewith are hereby repealed as of the effective date of this resolution.

PASSED AND APPROVED this ____ day of _____, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachment A:

Administrative Procedure: Removal of Unlawful Campsites, Bulky Items, and Personal Belongings; Administrative Procedure



City of Salinas

OFFICE OF THE CITY MANAGER • 200 Lincoln Ave • Salinas, California 93901

(831) 758-7201 (P) • (831) 758-7368 (F) • cityofsalinas.org

Administrative Procedure: Removal of Unlawful Campsite, Bulky Items, and Personal Belongings

This is the Administrative Procedure (“Policy”) for the City’s response to and removal of unlawful homeless encampments and the implementation of Article XIII and Article XIV of Chapter 16 of the Salinas Municipal Code.

Purpose

The purpose of this Policy is to establish a clear and compassionate approach for City staff when addressing homeless encampments located on public property within the city of Salinas. This Policy outlines the steps for proper notification, the removal of encampments, and the provision of resources to individuals experiencing homelessness in accordance with applicable laws, including the U.S. Constitution, California Constitution and State law, and local ordinances.

Homeless encampments on private property are handled by private property owners and may be handled by the Salinas Police Department pursuant to California Penal Code 602(o).

Scope

This Policy applies to all City staff involved in the identification, notification, and removal of homeless encampments, including the Public Works Department, Salinas Outreach & Response Team (SORT), Law Enforcement, Code Enforcement, and other relevant departments.

1. Identification and Documentation of Encampments

1.1. Initial Identification

Homeless encampments may be identified through reports from the public, City staff, or routine inspections by the Public Works Department, Code Enforcement, SORT, or Law Enforcement and shared at the Encampment Response Team (ERT) Assessment meetings.

1.2. Assessment

Before any enforcement action is taken, City staff will assess and discuss the location and size of the encampment, the number of individuals impacted and their service needs, and any potential safety hazards or highly vulnerable individuals (e.g., medically fragile, seniors, children, etc.).

City staff will work together in the identification, notification, and removal of homeless encampments

1.3. Encampment Documentation

City SORT staff will document the location, size, number of occupants, and conditions of the encampment, including photographs and maps of tent structures, if appropriate. A report shall be generated to provide a record of the encampment for future reference and coordination of resources. This information will be shared as soon as possible with the ERT

2. Notification Requirements

2.1. Notice to Individuals in Encampments

At least **48 hours** prior to the removal of any encampment, Public Works staff will provide a written notice. When an encampment has 10 or more people, every effort will be made to provide at least a 15-day notice to allow for a coordinated “Health and Safety Day”.

Pre-Removal Notice: Regardless of the amount of notice time, the notice must be filled out completely and include:

- The removal date, time and location of the planned removal.
- Contact information including address and telephone number for property collection and notice that personal property may be stored for up to sixty (60) days.
- A statement that moving personal property to another location in a public area will not be considered removal of personal property from a public area.
- Instructions on how to contact Salinas Homeless Services Information Line (HSIL) and the Coalition of Homeless Service Providers (CHSP) for assistance in accessing resources and emergency shelters.
- A reminder that personal belongings should be removed prior to the scheduled removal to avoid disposal.

Post-Removal Notice: Written notice will be posted in the area from which the personal property was removed. The Notice will contain the following:

- The date and approximate time the personal property was removed.
- Information on where the personal property was stored including address and telephone number for property collection.
- A statement that the personal property will be discarded after sixty (60) days.

2.2. Language Access

Notices shall be provided in English and Spanish to help ensure that all individuals can understand the information being provided.

2.3. Alternative Notice Methods

If providing written notice is not feasible (e.g., if the encampment is inaccessible), City staff will attempt to notify individuals via other means.

Notification will also be provided to the Coalition of Homeless Service Providers (CHSP) to activate the CoC Encampment Response Notification.

2.4. Special Circumstances

If the encampment is located in an area with known public health or safety concerns (e.g., near hazardous materials, water sources, or areas with frequent criminal activity), the timeline for removal may be shortened, but every effort will be made to provide as much notice as possible.

3. Removal of Homeless Encampments

3.1. Safety and Health Considerations

- Removal of encampments must be done in a manner that ensures the safety and well-being of individuals, City staff, and the general public.
- Special consideration should be given to vulnerable individuals, including those with disabilities, elderly persons, or those experiencing severe mental illness, who may require additional assistance.
- Personal belongings should be handled with care. Except as otherwise provided in this Policy, City staff must ensure that personal items are not destroyed or discarded without prior written notification.

3.2. Coordination with Homeless Outreach Services

Prior to removal, Public Works and Police Department will coordinate with the SORT to ensure that outreach services are offered to individuals, providing them with information about available shelters, housing, and other support services, including the coordination of personal belonging

storage support through the Public Works Department.

3.3. Removal Process

- If individuals refuse to relocate or accept services, the removal process will continue.
- Public Works staff or a contractor will clear the site of the enforcement action of waste, debris, and any hazardous materials, in accordance with City protocols.
- The site of the enforcement action should be cleaned up as soon as possible to avoid public health risks and to restore the space for general public use.

3.4. Personal Belongings.

Personal belongings collected at the encampment site that are not a health or safety hazard shall be tagged and stored for not less than sixty (60) days following an enforcement action.

- a. Items that constitute a health or safety hazard and will not be collected and stored include, but are not limited to, (i) toxic sharps: needles, scissors, knives; (ii) chemicals: bleach, paint, oils, etc.; (iii) items (including bedding and clothing) that appear soiled, including, but not limited to, by human waste, dirt, or bodily fluids; (iv) moldy, mildewed items; (v) items that may be infested by rodents or insects: rats, mice, fleas, lice, or bed bugs; and (vi) items that may pose a risk of fire or explosion, combustibles, and propane tanks or any item containing fuel or corrosives or other unidentified liquids.
- b. If personal belongings are co-mingled or littered with needles, human waste, or other health risks, the entire pile of personal belongings may be disposed of.
- c. Bulky items, perishable items such as food, and trash or debris will be disposed of and will not be collected and stored.

4. Record Keeping

Documentation of encampment removals must be stored in a shared drive. Each file should be retained for a minimum of three (3) years and should contain:

- Any photographs taken in connection to the encampment;
- Writings reflecting assessments, evaluations, summaries, receipts and notices, items collected, and items retrieved, if any;
- Name(s) of the contractor(s) involved in the removal;
- Name(s) of the social service providers; and
- Any information regarding personal property

Conclusion

The City of Salinas is committed to addressing homelessness in a manner that is respectful, compassionate, and compliant with legal standards. This Policy seeks to balance public safety and cleanliness with the rights and dignity of those experiencing homelessness, ensuring that individuals are provided with opportunities for services and housing in a manner that fosters their well-being.

This Policy would be reviewed and updated periodically to stay aligned with evolving state laws, court rulings, and best practices for homeless outreach and care.



City of Salinas

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

Legislation Text

File #: ID#26-001, **Version:** 1

Minutes

Approve minutes of January 13, 2026.



City of Salinas

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

Legislation Text

File #: ID#26-028, **Version:** 1

Minutes

Approve minutes of January 27, 2026.



City of Salinas

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

Meeting Minutes - Draft

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

Tuesday, January 27, 2026

4:00 PM

SALINAS ROTUNDA

PLEDGE OF ALLEGIANCE

ROLL CALL

Present: 7 - Councilmember Jose Barajas
Councilmember Tony Barrera
Councilmember Margaret D'Arrigo
Councilmember Gloria De La Rosa
Councilmember Aurelio Salazar
Councilmember Jose Andrew Sandoval
Mayor Dennis Donohue

CITY OF CHAMPIONS

The City Council recognized Aldo Barron as a City of Champion for District 1.

Aldo Barron

GENERAL PUBLIC COMMENTS

Received public comment.

CALIFORNIA GOVERNMENT CODE §84308 - LEVINE ACT

No disclosures reported.

ADMINISTRATIVE REPORTS

[ID#25-525](#)

Salinas Youth Council Updates and Comments

No action required. The City of Salinas Youth Council provided an administrative update to the City Council.

[ID#26-007](#)

Artificial Intelligence Technology Update

Received report from Information Systems Manager Carlos Ortega highlighting the City's commitment to responsible AI policy adoption, mitigating data quality and security risks in compliance with ethical, social, legal, and regulatory standards to support operational efficiencies and improve public service delivery to constituents. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:

Jose Guerra

Cary Swensen

Marisol Moreno

No action. Received an Administrative Report on Artificial Intelligence (AI) technology.

PUBLIC HEARINGS

[ID#25-598](#)

Conditional Use Permit 2025-023; appeal of Planning Commission denial of a request to establish and operate an off-sale alcohol related use (Type 21 ABC License) at a proposed convenience store located at the Laurel West Shopping Center at 1018 North Davis Road in the Commercial Retail (CR) Zoning District.

Received report from Planning Manager Courtney Grossman regarding Planning Commission's denial of Conditional Use Permit 2025-023, denying a request to establish and operate an off-sale alcohol related use (Type 21 ABC License) at a proposed convenience store located at the Laurel West Shopping Center at 1018 North Davis Road in the Commercial Retail (CR) Zoning District. He reported that the Applicant (Simon Maida) submitted a Conditional Use Permit application requesting approval to establish and operate an off-sale alcohol related use (Type 21 Alcoholic Beverage Control (ABC) license – Off-sale beer, wine, and distilled spirits) at a proposed 2,618 square-foot convenience store located in the Laurel West Shopping Center at 1018 North Davis Road. On November 19, 2025. The Planning Commission considered the request and denied the Conditional Use Permit based on findings contained in the Planning Commission Resolution 2025-11. The Planning Commission determined that it could not establish a finding of Public Convenience or Necessity which is required to approve an alcohol related use in a census tract that is already undue concentrated for the number of off-sale alcohol licenses. The Planning Commission's findings for denial included proximity to a similar off-sale alcohol related use, proximity to a school, and potential for Driving Under the Influence (DUI) related accidents. On December 1, 2025, the Applicant appealed the Planning Commission decision to deny the Conditional Use Permit. Conditional Use Permit 2025-023 was originally scheduled for City Council consideration on January 13, 2026, but was continued until January 27, 2026. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:

Jose Guerra

Marisol Moreno

Liligor Damaso

Tom

Uphold the Planning Commission's denial of Conditional Use Permit 2025-023, denying a request to establish and operate an off-sale alcohol related use (Type 21 ABC License) at a proposed convenience store located at the Laurel West Shopping Center at 1018 North Davis Road in the Commercial Retail (CR) Zoning District.

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 2026-008

[ID#25-607](#)

Establishment of a Zone of Benefit in the Central Area of the North of Boronda Future Growth Area - CONTINUED INDEFINITELY

Continued to February 3, 2026.

CONSIDERATION

[ID#25-553](#)

Harden Parkway Path and Safe Routes to Schools

Received report from City Engineer Adriana Robles regarding the Harden Parkway Path and Safe Routes to School Project. She reported that on December 6, 2022, City Council adopted the Salinas Safe Routes to Schools Plan as a key strategic planning document. At its May 16, 2023, meeting, City Council accepted \$8 million in Active Transportation Program (ATP) grant funds for the Harden Parkway Path and Safe Routes to School Project ("Project"). The proposed improvements include a road diet, roundabout at the Harden Parkway/McKinnon St. intersection and bike and pedestrian improvements along McKinnon St and Westminster Dr. Improvements are proposed within the existing right of way and are minor based on the preliminary environmental study (PES). It was requested that Council consider approval the proposed Harden Parkway Path and Safe Routes to School Project and find the Project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1(c) for minor alterations to existing roadway facilities. Report filed with the City Clerk as the official record.

The following members of the public commented on the report:

Sharon Fields

Joey Alvarado

Unidentified audience member

Eric Petersen

A motion to approve a Resolution approving the Harden Parkway Path and Safe Routes to School Project and finding the Project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1(c).

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 2026-009

[ID#26-009](#)

Establishment of a First Time Home Buyer Mortgage Down Payment Assistance Program

A motion to approve a Resolution

- 1. Establishing the First Time Home Buyer, Mortgage Down Payment Assistance Program (MDPAP); and**
- 2. Increasing estimated Permanent Local Housing Allocation (PLHA) grant revenue from allocation years 2021 and 2022 by \$1,034,137; and**
- 3. Authorizing the City Manager, or designee, to promulgate the MDPAP**

guidelines, and negotiate and execute all applicable forms, conditional commitment letters, agreements, and subsequent amendments as needed to implement the MDPAP Program.

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 2026-010

CONSENT AGENDA

[ID#26-001](#)

Minutes

Tabled the minutes of January 13, 2026.

[ID#25-620](#)

Amendment No. 2 to Professional Services Agreement with True North Compliance Services, Inc.

Upon motion by Councilmember Barrera, seconded by Councilmember Barajas, Resolution approving the Harden Parkway Path and Safe Routes to School Project and finding the Project categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15301, Class 1(c) was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 2026-011

[ID#25-609](#)

Fire Station Alerting Systems Purchase and CIP Funds Transfer Request

Upon motion by Councilmember Barrera, seconded by Councilmember Barajas, Resolution was approved. The motion carried by the following vote:

Ayes: 7 - Councilmember Barajas, Councilmember Barrera, Councilmember D'Arrigo, Councilmember De La Rosa, Councilmember Salazar, Councilmember Sandoval and Mayor Donohue

Enactment No: RES 2026-012

CITY MANAGER'S REPORT

Received brief oral report from the City Manager.

COUNCILMEMBERS' REPORTS, APPOINTMENTS AND FUTURE AGENDA ITEMS

ADJOURNMENT



Legislation Text

File #: ID#26-010, **Version:** 1

Enterprise Fleet Management Vehicle Leasing

Approve a Resolution rescinding Resolution No. 23328 and authorizing the City Manager to enter into a Master Equity Lease Agreement with Enterprise Fleet Management for the lease of ten (10) vehicles from September 9, 2025, to December 9, 2030, in the amount of \$105,600 per year for a total cost of \$658,000.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRURAY 3, 2026
DEPARTMENT: PUBLIC WORKS DEPARTMENT
FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR
TITLE: ENTERPRISE VEHICLE LEASING

RECOMMENDED MOTION:

A motion to approve a Resolution rescinding Resolution No. 23328 and authorizing the City Manager to enter into a Master Equity Lease Agreement with Enterprise Fleet Management for the lease of ten (10) vehicles from September 9, 2025, to December 9, 2030, in the amount of \$105,600 per year for a total cost of \$658,000.

EXECUTIVE SUMMARY:

On September 9, 2025, the City Council Approved Resolution No. 23328 which authorized the City Manager to enter into a lease agreement with Enterprise Fleet Management. The Resolution included language for specific types of vehicles. Since the Resolution was passed Ford has discontinued the F150 Lightnings. The Fleet Department has also determined that the cargo van and the sedans are no longer needed and instead will switch to pickups. The total number of leased vehicles will remain at 10 and the total lease amount will remain the same.

BACKGROUND:

The City uses multiple vehicles in the Police, Community Development, Parks and Recreation, and Public Works Departments to help provide City services. The City's standard fleet practice historically has been to purchase vehicles in full, requiring the City to include 100% of the purchase price in the budget any year a vehicle is purchased. This causes the City's budget to periodically spike when vehicles need replacement. The need for a large capital outlay in the first year to purchase any vehicle has required the City to keep some vehicles beyond their useful life, increasing maintenance costs and staff time in maintaining the older vehicles.

Leasing vehicles would require the City to budget for the payment of the leases annually and agree to replace the vehicles on a 5-year schedule. This will allow for a consistent budgeting process and help maintain the fleet in a much more cost-effective manner. Enterprise's analysis shows a savings based on vehicle equity, fuel savings, and maintenance savings and, of the 377 vehicles currently in the City's fleet, it has been determined that 294 of those vehicles would be eligible for the lease program.

The City’s research indicates mixed results from the cities that were surveyed. However, city to city comparisons may not be uniform and therefore it’s hard to determine if the results are reflective of the program itself or the city’s implementation of the program. Staff is recommending a pilot program with 10 vehicles to see how the program works and what kind of savings, if any, will be realized.

Pursuant to Salinas Municipal Code section 12-25, the City can utilize cooperative purchases with other government agencies as a means of making purchases without having to go through a competitive process. Enterprise was awarded a Sourcewell contract through an RFP process. The Sourcewell contract is 03122-EFM.

The 10-vehicle lease program was originally planned to include six (6) Ford F150 Lightning trucks, one mid-size electric SUV, a half ton cargo van, and two (2) full size sedans. With the Lightnings being discontinued and the sedans and cargo vans no longer needed staff would like to change the lease to include eight (8) pickup trucks and two (2) mid-size electric SUVs. The lease would be \$8,800 per month or \$105,600 per year.

The lease program will also allow the City to partially electrify its fleet, since the lease will include electric vehicles as they become available.

This item was presented to the Finance Committee on August 12, 2025. The Committee recommended the City proceed with the pilot program of leasing ten (10) vehicles as outlined in this Report.

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:

Yes.

STRATEGIC PLAN INITIATIVE:

This action supports the City Council goals of “Ensure fiscal responsibility and financial management” and “Provide high quality customer service.”

DEPARTMENTAL COORDINATION:

The Public Works Department has worked with Finance Department and the City Attorney’s office to review the financial impacts and the lease agreements for this proposed pilot program.

FISCAL AND SUSTAINABILITY IMPACT:

The pilot program will have no impact on the FY 2025-26 budget. Existing Vehicle Replacement Fund appropriations will be used to cover the cost of the lease and corresponding vehicle(s) planned to be purchased are now included in the leasing program.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
7121	66.5500	Capital outlay Vehicles	\$444,062	\$105,600

ATTACHMENTS:

Resolution

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

A RESOLUTION OF THE SALINAS CITY COUNCIL AUTHORIZING THE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT

WHEREAS, the City currently has a fleet of 377 vehicles that range in age from 1 year to 29 years; and

WHEREAS, Enterprise Fleet Management (“Enterprise”) reviewed the City’s vehicle fleet and found 294 vehicles that would be eligible for their lease program; and

WHEREAS, the Public Works Department has recommended a pilot program to lease ten (10) vehicles to help determine whether a lease program is a more effective method for managing the City’s vehicle fleet; and

WHEREAS, Enterprise put together a lease program for ten (10) vehicles to include eight (8) pickup trucks and two (2) mid-size electric SUVs; and

WHEREAS, the lease for the ten (10) vehicles would be \$8,800 per month or \$105,600 per year.

NOW, THEREFORE, BE IT RESOLVED that Resolution No. 23328, approved by the City Council on September 9, 2025, is hereby rescinded; and

BE IT FURTHER RESOLVED that the Salinas City Council authorizes the City Manager to enter into a Master Equity Lease Agreement with Enterprise Fleet Management for the lease of ten (10) vehicles from September 9, 2025, to December 9, 2030, at a cost of \$8,800 per month or \$105,600 per year, for a total cost of \$658,000.

PASSED AND APPROVED this 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



Legislation Text

File #: ID#26-020, **Version:** 1

Amendment No. 4 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for Architectural Services

Approve a Resolution authorizing the City Manager to execute Amendment No. 4 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to expand the scope of services and to increase the total compensation amount by \$473,610 for a maximum compensation amount not to exceed \$1,314,499.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026
DEPARTMENT: COMMUNITY DEVELOPMENT
FROM: LISA BRINTON, DIRECTOR
THROUGH: GRANT LEONARD, PLANNING MANAGER
TITLE: AMENDMENT NO. 4 TO AGREEMENT FOR PROFESSIONAL SERVICES WITH TEF ARCHITECTURE AND INTERIOR DESIGN, INC. FOR ARCHITECTURAL SERVICES

RECOMMENDED MOTION:

A motion to approve a Resolution authorizing the City Manager to execute Amendment No. 4 to Agreement for Professional Services with TEF Architecture and Interior Design, Inc. for architectural services to expand the scope of services and to increase the total compensation amount by \$473,610 for a maximum compensation amount not to exceed \$1,314,499.

EXECUTIVE SUMMARY:

The City currently has a professional services agreement with TEF Architecture and Interior Design, Inc. to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located on City-owned property at 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street. This Amendment expands the scope of services provided and increases the total compensation amount by \$473,610 for a maximum compensation amount not to exceed \$1,314,499.

BACKGROUND:

As part of the on-going efforts to implement the Chinatown Revitalization Plan (2019), the City purchased 34, 36, 38, and 40 Soledad Street in December 2022. In 2023 the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located at 34, 36, 38, and 40 Soledad Street in the Chinatown neighborhood.

In February 2024, the City entered into a professional services agreement with TEF Architecture and Interior Design, Inc. for an amount not to exceed \$82,250 to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located at 34, 36, 38, and 40 Soledad Street. In October 2024, the City received authorization from AMBAG to

expand the scope of work for the REAP 2.0 funding to include other properties within Chinatown that could be developed for mixed-use affordable housing. On November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to further refine the design concepts, select a preferred concept for 34, 36, 38, and 40 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the contract term to December 31, 2025, and increase the not to exceed compensation amount to \$252,290. On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34, 36, 38, 40 and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites. Amendment No. 2 also included design work for 37 and 39 Soledad Street, which is the location of the historic Republic Café, a cornerstone of the Chinatown Revitalization Plan. Amendment No. 2 also extended the contract term to December 31, 2026, and increased the not-to-exceed compensation amount to \$736,560. On October 28, 2025, the Council approved Amendment No. 3 to complete additional design, historic structure analysis, structural engineering, and geotechnical work for 34, 36, 38 and 40, 37 and 39, and 45 Soledad Street. Amendment No. 3 increased the not to exceed compensation amount to \$840,889.

To date, TEF Architecture and Interior Design, Inc. has prepared conceptual site plans and architectural renderings for 34, 36, 38, 40 and 45 Soledad Street that have been informed by site visits, the historic context of the property and neighborhood, multiple stakeholder meetings, and consultation with affordable and market rate housing developers. A Site Plan Review Application for a 55 unit multifamily residential development and amenities was submitted in early January 2026. Renderings for 37 and 39 Soledad are currently being developed.

Amendment No. 4 allows the City and TEF Architecture and Interior Design, Inc. to complete additional design work for 45 Soledad Street and provide Permit and Bid documents and construction administration for 37-39 Soledad Street. The expanded scope of work is detailed in the proposal from TEF Architecture and Interior Design, Inc. (Exhibit A).

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:

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 this project had previously come entirely from the Regional Early Action Planning Grant (REAP 2.0) from the Association of Monterey Bay Area Governments (AMBAG). However, REAP 2.0 funding has a March 31, 2026, expenditure deadline and TEF Design’s work will extend past March 31, 2026. Therefore, funding for Amendment No. 4 will come from the City’s Chinatown Revitalization CIP (9070). Additionally, to meet the March 31, 2026, REAP 2.0 expenditure deadline, \$135,000 in REAP 2.0 funds previously allocated to TEF Design’s work will be reallocated to a separate project to clean and stabilize 37 and 39 Soledad Street.

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	\$473,610

ATTACHMENTS:

1. Resolution
2. Amendment No. 4
 - a. Exhibit “A” TEF Architecture and Interior Design, Inc. Proposal/Scope of Work
3. Professional Services Agreement
4. Amendment No. 1
5. Amendment No. 2
6. Amendment No. 3

RESOLUTION NO.

A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC

WHEREAS, as part of the on-going efforts to implement the Chinatown Revitalization Plan, the City purchased 34, 36, 38, and 40 Soledad Street in December 2022; and

WHEREAS, the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located at 34, 36, 38, and 40 Soledad Street; and

WHEREAS, In February 2024, the City entered into an Agreement for Professional Services with TEF Architecture and Interior Design, Inc. to develop conceptual site plans and architectural renderings for a mixed-use affordable housing development to be located at 34, 36, 38, and 40 Soledad Street; and

WHEREAS, in October 2024, the City received authorization from AMBAG to expand the scope of work for the REAP 2.0 funding to include other properties within Chinatown that could be developed for mixed-use affordable housing; and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to refine the design concepts further and select a preferred concept for 34, 36, 38, and 40 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed compensation amount to \$252,290; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed compensation amount to \$736,560; and

WHEREAS, On October 28, 2025, the Council approved Amendment No. 3 to complete additional design, historic structure analysis, structural engineering, and geotechnical work for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street prior to the preparation of a Request for Proposals for development of the site, and increase the not to exceed compensation amount to \$840,889; and

WHEREAS, TEF Architecture and Interior Design, Inc. has submitted a proposal to complete additional design work and provide Permit and Bid documents and construction administration for 37-39 Soledad Street; and

WHEREAS, the Regional Early Action Planning Grant (REAP 2.0) from the Association of Monterey Bay Area Governments (AMBAG) has been the funding source for this Agreement;

and

WHEREAS, REAP 2.0 funding has a March 31, 2026, expenditure deadline and TEF Design’s work will extend past March 31, 2026; and

WHEREAS, the City has \$1,059,908 in the Chinatown Revitalization Plan CIP 9070 available for predevelopment work at 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street, therefore funding for Amendment No. 4 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 that the Salinas City Council authorizes the City Manager to execute Amendment No. 4 to the Agreement for Professional Services between the City of Salinas and TEF Architecture and Interior Design, Inc. to expand the scope of services provided in Exhibit A, increase the total compensation amount by \$473,610 for a maximum not to exceed compensation amount of \$1,314,499. Amendment No. 4 will be funded through the Chinatown Revitalization Plan CIP 9070.

PASSED AND APPROVED this 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



26 November 2025 **revised 9 January 2026**

Grant Leonard
 Planning Manager
 Community Development Department
 City of Salinas
 grandl@ci.salinas.ca.us
 831.758.7975

Re: Proposal for Additional Services #5- City of Salinas - Additional Scope Items

Dear Grant,

Based on work that exceeds our initial task order agreement, TEF Architecture & Interior Design, Inc. (TEF, TEF Design or Design Team) is asking the City of Salinas (Client) for additional services to complete entitlement drawings for 34-40 Soledad, **37-39 Soledad**, and 45 Soledad. Additional scope items are outlined below.

FEE SUMMARY

TASKS	HOURS & FEES								
	Prncpl	Rate	Sr	Rate	Arch	Rate	Arch	Rate	Total
		\$275	PM	\$200	Level 3	\$180	Staff 1	\$145	Fee
Additional Scope Items									
Delivery of drawings sets at two separate entitlement packages, in lieu of one complete package	2	\$550	4	\$800	4	\$720	4	\$580	\$2,650
Adjusting unit mix to meet Large Family CTCAC requirements	4	\$1,100	8	\$1,600	20	\$3,600	20	\$2,900	\$9,200
Preliminary study at test fit level of 45 Soledad to senior use, with goal of potentially doubling unit count at this address	2	\$550	4	\$800	20	\$3,600	30	\$4,350	\$9,300
Tasks related to taking 45 Soledad through Entitlements Process as per above design change as per direction from City of Salinas	12	\$3,300	24	\$4,800	48	\$8,640	60	\$8,700	\$25,440
Consultant fees to revise 45 Soledad per above, includes MEP only**									\$2,500
Design investigation of adding more traditional character defining features at both 34-40 and 45 Soledad	2	\$550	2	\$400	4	\$720	6	\$870	\$2,540



Incorporation of housing comments delivered to design team including: addition of trash chutes, consolidation of laundry room from in-unit laundry services; addition of maintenance shop and residential services office suite; transformer location at ground level - does not include change of construction type at 45 Soledad, should the City desire to change this.	4	\$1,100	6	\$1,200	40	\$7,200	40	\$5,800	\$15,300
Update existing renderings and deliver a total of (4) renderings per 34-40, and 45 Soledad (total of 8 renderings)	8	\$2,200	8	\$1,600	60	\$10,800	80	\$11,600	\$26,200
Preparation for and attendance of additional (2) community meetings	8	\$2,200	2	\$400	4	\$720	4	\$580	\$3,900
Include installation of NFPA-13 compliant Fire sprinkler system into emergency stabilization CDs, CA of 37-39 Soledad St	0	\$0	6	\$1,200	0	\$0	0	\$0	\$1,200
Plumbing Engineer fees to complete sprinkler install per above. (Specs only)**									\$5,000
Provide Cost Estimate for 37-39 Schematic Design Package (includes cost narrative by TEF)	0	\$0	8	\$1,600	24	\$4,320	0	\$0	\$5,920
Cost Estimator fees to provide SD level estimate per above**									\$20,400
Provide Permit & Bid Documents, Construction Administration for Rehabilitation of 37-39 (includes fees for TEF, Structural, MEP, Civil and Spec Writer)***									\$344,060
Total Proposed Fee	42	\$11,550	58	\$14,400	200	\$40,320	244	\$35,380	\$473,610
** See Exhibit B for Consultant Proposals									
*** See Exhibit C for Breakdown of Fees									

37-39 Soledad Street Scope Clarification

This ASR also acknowledges that the design team effort in doing schematic drawings at 37-39 Soledad has exceeded our original understanding of the project in that there is still currently no decision with respect to the program of 39 Soledad: it may be either B occupancy for the whole building and represent minimal plan changes, transform to group/transitional housing or single family at the second floor, cafe, restaurant or community space at the first floor. We have verbally agreed that the deliverables for that property will now include: 90% SD drawings and one rendering, and will not include Entitlements drawings (these are not required for the purpose of getting a building permit as per a meeting with City officials). A schematic level cost estimate has been added to the scope of work for the approved schematic design scheme. TEF will provide a cost narrative for this effort.

A schematic design scheme has been approved and the design team will proceed to bring the project forward through construction of the building, per the tasks outlined below:



60% Construction Document for Building Permit

1. Advance design documentation to 60% Construction Documents

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. PDF of Progress Construction Document Drawings
2. Drawings to include:
 - i. Title and building code summary sheets;
 - ii. Site plan
 - iii. Demolition plans, and demolition elevation(s);
 - iv. Proposed Floor plans;
 - v. Building elevations and sections – elevations to include facade repair/restoration notes;
 - vi. Exterior repair details;
 - vii. Appropriate exterior and interior detailing

Deliverables Date:

1. Estimated Set Submittal: May, 2026

90% Construction Document for Building Permit

1. Advance design documentation to 90% Construction Documents and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings and Specifications shall be sufficient for construction of the project.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. PDF of Permit Submittal Construction Documents (drawings, technical specifications in CSI format Division 2 through 32, structural calculations) for Building Permit. PDF of 100% Submittal Construction Documents for Building Permit:
 - b. Drawings to include:
 - i. Title and building code summary sheets;
 - ii. Site plan
 - iii. Demolition plans, and demolition elevation(s);
 - iv. Proposed Floor plans;
 - v. Building elevations and sections – elevations to include facade repair/restoration notes;
 - vi. Exterior repair details;
 - vii. Appropriate exterior and interior detailing
 - c. Technical specifications in CSI format Division 2 through 32;
 - i. Division 1 specifications pertaining to historic preservation treatment plans, selective demolition, and building monitoring;
 - d. Structural calculations
3. Ten copies of Construction Documents for Bidding and make available "camera-ready" PDF copies

Deliverables Date:

1. Estimated Building Permit Set Submittal: June, 2026



Needed from the City:

1. The City shall provide "front-end" specifications of Project Manual including Instruction to Bidders, Contract, General Conditions and Division 1.

Conformed Set (100% Construction Documents)

1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.
3. Respond to bidders questions, review bidder RFP and attend bid walk.

Meetings:

1. Up to two (2) meetings with Permit Service Center (virtual, 1 hour each)
2. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members (virtual, 1 hour each)
3. One (1) in-person bid walk

Deliverables:

1. Building Permit Set Resubmittal including Building Department permit comment responses

Deliverable Dates:

1. Building Permit Set Resubmittal: TBD.
2. 100% Submittal Construction Documents: TBD

Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project. The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the project, including errors.
2. Lead the design team and coordinate with the contractor and the City during construction.
 - a. Review General Contractor's Construction Schedule.
 - b. Response to field inquiries and RFI's – Assume 20 RFIs
 - c. Create Architect's Construction sketches – Assume 10 ASKs and 30 per each consultant
 - d. Review submittals and coordination of reviews by the City – Assume 10 submittals plus (1) resubmittal per each submittal
 - e. Develop and issue Supplemental Instructions – Assume 10 ASIs
 - f. Review change order proposals and change orders prepared by others.(up to 15)
 - g. Review contractor pay applications (assume 12)
 - h. Attend monthly project construction meetings. (GC to lead meetings and issue minutes.)
 - i. Perform quality-assurance/field observation walks following regularly scheduled project meetings, and prepare site observation reports – assume 6 reports
 - j. Coordinate code-related changes to the project with the City.
3. Manage the Design Team's final review and punch list efforts
 - a. Coordinate the design team and perform punch list walks, and issue in writing to GC the observations or corrections required for inclusion in punch list – assume 2 punch lists
 - i. Conduct two rounds of on-site review.
 - ii. Approve completed punch list.

Meetings:

1. On-site Construction meetings – 6, bi-monthly



2. Telephone Construction meetings- 24, every other week except for on-site per above
3. Two site walks total for punch list

Schedule Estimate

1. Construction and construction close-out duration assumed 12 months

ASSUMPTIONS

1. Project drawings will be generated in Revit. Delivery of AutoCAD to the City may be requested but no specific CAD standards are required.
2. All work shall comply with current codes.
3. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.
4. The following are the responsibility of the City:
 - a. Geotechnical investigation and report including foundation design recommendations and seismic site.
 - b. Pest and termite inspection and report.
 - c. Destructive testing.
 - d. Permit submittal costs

EXCLUSIONS

GENERAL

1. Work related to the investigation or handling of Hazardous Materials
2. Materials testing and inspections or selective demolition
3. Geotechnical Investigations
4. Design or installation of building security systems
5. Meetings and presentations additional to those listed in Scope of Services.
6. Overall project management, including overall project and construction schedule, project budget and project bidding process.
7. Presentation drawings and renderings (of elevations, floor plans and 3-D views), and physical and computerized models (hard copy and/or digital) for the City's use.
8. Phasing plans and strategy.
9. Environmental review, documentation, coordination or completion of required mitigation measures required by Salinas Planning Department, California Environmental Quality Act (CEQA), or National Environmental Protection Act (NEPA) may be completed as an additional service to this proposal.
10. Not responsible for tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
11. Not responsible for all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.
12. Energy, comfort (temperature) and thermal computational modeling and related graphic imagery.
13. LEED or any other sustainable design program documentation and submittal for certification..
14. Redraw or redesign due to unforeseen conditions – including unknown site conditions, impact of surrounding project (as identified by City's approval process), unpredictability of bid climate and escalating construction cost.
15. Emergency generator.
16. Renewable energy such as photovoltaic arrays and systems.



17. Front End Documents including the following typically included in a Project Manual: Introductory Information, Bidding Requirements, Instructions to Bidders, Contracting Requirements, Division 1 and Division 2 of the Specifications Sections
18. Special documentation of additive or deductive bid alternates in Construction Documents.
19. Review of bidders' pre-qualifications.
20. Construction means and methods.

CONSTRUCTION ADMINISTRATION

1. Meetings and presentations additional to those listed in Scope of Services
2. Overall project management and construction management, including overall project and construction schedule, project budget, bidding process and direction to selected general contractor
3. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures, or temporary support of building elements during construction.
4. Continuous and/or detailed inspections of construction including Special Inspections as defined in Section 1704 of the California Building Code.
5. Special construction and inspections – Typically conducted by the City's engineering testing laboratory.
6. Submittal list – Typically prepared by the General Contractor.
7. Construction administration services beyond 12 months
8. Additional RFI or Submittal review beyond the assumptions listed above
9. Prepare Requests for Proposal (RFP)
10. Review proposals prepared by General Contractor

SCHEDULE

Please see attached Exhibit A for revised understanding of schedule as of the writing of this proposal.

CONCLUSION

Please feel free to contact me if you have any questions or comments. If you agree with the terms of this additional service, please prepare a Contract Modification. We look forward to continuing to support San Mateo County with this critical work.

Sincerely,

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.

Agreed by

Date

ATTACHMENTS:

1. Exhibit A - Schedule Overview
2. Exhibit B - Consultant Proposals
3. Exhibit C - Fee breakdown for 37-39 Rehabilitation Construction Documents



EXHIBIT A - Schedule Overview

34-40 Soledad

90% SD - December 23rd

Site Plan Review (Entitlements) Set submission - December 23rd

TEF assumes 8 weeks total Planning review time with one round of revisions with completion prior to February 20th.

City Council Design Presentation Material (3 weeks prior to meeting) - January 6th

Attendance at City Council meeting - January 27th

45 Soledad - TBD pending redesign

90% SD - Jan 20th

Site Plan Review (Entitlements) Set submission - Jan 20h

TEF assumes 8 weeks total Planning review time with one round of revisions with completion prior to February 20th.

City Council Design Presentation Material (3 weeks prior to meeting) - January 20th

Attendance at City Council meeting - February 10th

37-39 Soledad HSR (under separate contract)

HSR Findings Client Review meeting - Week of 01/26/26

Submit HSR to Client - 02/10/26

37-39 Soledad Emergency Stabilization (under separate contract)

Verify Building Conditions - week of 01/28/26 (*pending completion of building cleanup, assumed access to building week of 01/26/26*)

Complete 90% CDs - 03/30/26

Submit for Building Permit - 03/30/26

37-39 Soledad Conceptual Design

Present Concept Design Plans and Renderings to Client - week of 12/15/26

Community Presentation - January 2026

90% Schematic Design Schemes (two schemes) - 03/05/26

37-39 Rehabilitation Construction Documents

60% CDs - May 2026

90% / Permit Drawings - June 2026

EXHIBIT B - CONSULTANT'S PROPOSALS

January 8, 2026

Elisabeth Mackay
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: 39 Soledad Street & 34-40/45 Soledad Street Entitlements
2025-0498
Additional Services Proposal – 45 Soledad Program Revisions

Dear Elisabeth:

Per our email communication on January 5, 2026 we have added the following scope of service to your project: Revision of Interface’s deliverables due to a change in the building program at 45 Soledad. The revised program significantly increases the number of dwelling units, which has a significant impacts on the calculations and space planning done to date.

This additional service will be invoiced for an hourly-not-to-exceed amount of **\$2,500**. Reimbursable expenses will be billed per the base contract.

Please indicate your authorization of these extra services by signing below and emailing or mailing this letter back to us so we can set up our records and begin work.

If you have any questions, please contact this office.

Sincerely,



Wesley Lou, PE, LEED AP
Principal
WL

COMPANY: TEF Design

CONTACT: _____
Elisabeth Mackay, Architect

_____ Date

X:\SFO\2025\2025-0498\Contracts\45 Soledad Program Revision\20260108ES - Soledad Street Entitlements - 45 Soledad Program Revision.docx

January 7, 2026

Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: 37-39 Soledad Emergency Stabilization
Professional Services Proposal

Dear Lindsey:

Thank you for the opportunity to provide you with our proposal for the 37-39 Soledad Emergency Stabilization project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Salinas

Project Location

37-39 Soledad Street, Salinas, CA 93901

Project Description

The project is the emergency stabilization of the subject property. The property is two adjoining buildings, one two-story and one three-story. Interface's scope is to provide design-build specifications and submittal reviews for the fire sprinkler system. The existing buildings are not sprinklered.

INFORMATION SOURCE

- Based on RFP/email from Lindsey Moder dated January 5, 2026.

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will have a single bid/construction packet.
- Will have a single document/construction phase.
- Final bidding and/or GMP of the project will be done after submission of permit and/or issuance of 100 Percent CD.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

This proposal is based on a mutually agreeable schedule.

MEETINGS AND DESIGN SITE VISITS

- Up to two virtual meetings and conference calls.

DESIGN SUBMITTALS

- 90 Percent Construction Documents (Specifications)
- 100 Percent Construction Documents (Specifications)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

Fire/Life Safety Engineering Services

Fire Protection Sprinkler Services

1. Performance specifications only based on the following. No drawings are included in this approach.
 - a. State and local code requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on civil drawings.
4. Riser location and room size estimate.
5. Determination of need for standpipes.
6. Review of adequacy of water supply for supplying the automatic fire sprinkler systems.

CONSTRUCTION ADMINISTRATION

1. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
2. Answer RFIs, DCVRs, and construction questions.
3. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
4. Review of change order costs initiated by others is not included.

EXCLUSIONS

1. Attendance at prebid and preconstruction meetings.
2. Construction observation site visits.
3. Construction record drawings.
4. Shop drawings, fabrication drawings, and construction coordination drawings.
5. Structural calculations for the seismic restraint and anchorage of equipment.
6. Waterproofing details/requirements for building components.
7. Commissioning of systems.
8. Commissioning participation.

FEE

Fixed Fee

Project Phase	Fire/Life Safety
Construction Documents	\$3,200
Construction Administration	\$1,800
Discipline Totals	\$5,000

Total Fee: \$5,000

*Plus reimbursable expenses noted below.

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering Inc (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2026) are:

Senior Principal:	\$385/Hour
Principal:	\$335/Hour
Associate Principal:	\$280/Hour
Associate/Project Manager:	\$265/Hour
Sr. Engineer-Designer:	\$235/Hour
Engineer-Designer:	\$195/Hour
Project Designer-Drafter:	\$175/Hour
Administrative:	\$145/Hour

*Annual rate changes are expected to be 4% per year.

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind TEF Design. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.



If you have any questions, please contact this office.

Sincerely,

Wesley Lau, PE, LEED AP
Principal

WL:ah

Enclosures: Standard Provisions

COMPANY: TEF Design

CONTACT: _____
Lindsey Moder, Associate

Date

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January 7, 2026

Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: 37-39 Soledad Rehabilitation
Professional Services Proposal

Dear Lindsey:

Thank you for the opportunity to provide you with our proposal for the 37-39 Soledad Rehabilitation project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Salinas

Project Location

37-39 Soledad Street, Salinas, CA 93901

Project Description

The project is the rehabilitation and renovation of the subject property. 37 Soledad is currently programmed for the Asian Cultural Experience of Salinas Museum on the first floor, mezzanine, rear of second floor, and third floor; the second floor is programmed for a single 2-bedroom apartment unit. 39 Soledad is current programmed for a commercial space with a bar (no commercial cooking) on the first floor and a commercial/retail cold shell on the second floor. The buildings have been vacant for some time and has no active utility services.

The MEP scope will be to provide a cold dark shell space, which includes a new electrical service, new domestic water and sanitary sewer services stubbed and capped at the interior, and code-required fire alarm and fire sprinkler systems. We will provide plumbing connections for the fixtures in the apartment kitchen and bathroom.

Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

- Based on RFP/email from Lindsey Moder dated January 5, 2026.

ASSUMPTIONS

Based on our conversation and information received, we understand that this project:

- Will have a single bid/construction packet.
- Will have a single document/construction phase.
- Is shell only with no tenant improvement.
- Final bidding and/or GMP of the project will be done after submission of permit and/or issuance of 100 Percent CD.
- Project will be developed as a Revit model to meet Level of Development 300 and Clash Classification as outlined in the attached Revit Deliverables document.
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

This proposal is based on a mutually agreeable schedule.

MEETINGS AND DESIGN SITE VISITS

- Virtual meetings and conference calls with architect and design team as required.
- One Client Review meeting at 60% submittal.

DESIGN SUBMITTALS

- 60 Percent Construction Documents, (CD Drawings and Specifications)
- 90 Percent Construction Documents (CD Drawings and Specifications)
- 100 Percent Construction Documents/Permit (CD Drawings, Specifications and Code Forms)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

ENGINEERING SERVICES DESCRIPTION

Our scope of services is limited to the following. Services not included are additional services.

Plumbing Engineering Services

Plumbing Systems

1. We have assumed that there are no existing plumbing systems within the buildings and all systems will be new.
2. Sanitary drainage, domestic water design from 5 feet outside each building, stubbed and capped at the interior.
3. Plumbing connections (no fixtures or fixture specifications) in the apartment kitchen and bathroom.

Electrical Engineering Services

Electrical Utilities Coordination

1. We have assumed that there are no existing electrical systems within the buildings and all systems will be new.
2. Power Utility: revenue meter location/requirements, transformer pad location (if applicable).

Building Power Distribution

1. Building power distribution design. Design of incoming power with termination at main distribution panel.
2. Egress lighting design and illuminated exit sign placement design per CBC requirements, based on a complete and comprehensive egress plan provided by Architect, indicating occupant load calculations and designated egress paths and exit sign locations.
3. Design of code-required emergency and egress lighting using unit battery equipment as the backup source.

Fire/Life Safety Engineering Services (OPTIONAL SERVICE)

Fire Protection Sprinkler Services

1. Performance specifications only based on the following. No drawings are included in this approach.
 - a. State and local code requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.
3. Preliminary sizing of fire main service and coordination with civil engineer. Incoming fire main location shown on plumbing drawings.
4. Riser location and room size estimate.
5. Determination of need for standpipes.
6. Review of adequacy of water supply for supplying the automatic fire sprinkler systems.

Fire Detection and Alarm Services

1. Performance specification only based on the following. No device drawings.
 - a. State and local code requirements.
2. The design will be performed by the contractor. We will review the design for conformance to our specifications.

Prescriptive Envelope Compliance Documentation (OPTIONAL SERVICE)

1. Provide guidance on envelope performance requirements per Title 24-2025 (preliminary guidance document provided upon review of design documents).
2. Provide Prescriptive energy analysis to meet California Title 24-2025.
3. Document and submit analysis results for permit.
4. Respond to city comments.

BIDDING/NEGOTIATIONS AND PERMITTING

1. Answer questions during bidding phase.
2. Issue addenda as may be required under the original design scope during the bidding phase.
3. Review of substitution requests. Maximum of two reviews per vendor.
4. Respond to jurisdiction permit comments and issue addenda as required to address comments. Maximum of two responses and addenda issuances. Meetings with code officials can be provided as a supplemental service.

CONSTRUCTION ADMINISTRATION

1. Two reviews of the submittals for each Division are included; additional reviews will be billed at our hourly rates with prior written approval. Fee is based on submittals being provided per Interface standard specifications.
2. Answer RFIs, DCVRs, and construction questions.
3. Issue of ASIs, change orders, plan revisions, etc. generated by others is not included. Additional fees will be submitted for prior approval for these services.
4. Review of change order costs initiated by others is not included.

EXCLUSIONS

1. Substantial cost reduction requiring redesign after 60% Design.
2. Redesign work associated with substantial floor plan changes after 60% Design.
3. Changes to the MEP design related to change orders initiated by others, supply chain issues, ASIs, and/or value engineering.
4. Construction cost estimates. We will review cost estimator's pricing and provide comments.
5. Life cycle cost analysis for electrical systems.
6. Attendance at prebid and preconstruction meetings.
7. Construction record drawings.
8. Shop drawings, fabrication drawings, and construction coordination drawings.
9. Structural calculations for the seismic restraint and anchorage of equipment.
10. Design of temporary power for construction.
11. Design of building footing drainage and/or sub-slab groundwater drainage.
12. Radon system design.
13. Waterproofing details/requirements for building components.
14. Acoustical analysis, design of noise attenuation requirements, and special vibration isolation requirements for mechanical systems. We will include modifications to our systems per your acoustical consultants' recommendations within our base fee.
15. Determination/interpretation of egress lighting paths with local officials.
16. Work associated with public street lighting or power design.
17. Commissioning of systems.
18. Commissioning participation.
19. Lightning protection system design.
20. Project related services associated with LEED and/or other third-party Green Building Certification.
21. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation.
22. Mechanical system design.
23. Information and Communications Technology (ICT) system design.

FEE

Fixed Fee

Project Phase	Plumbing Engineering	Electrical Engineering	Phase Totals
Construction Documents	\$9,100	\$11,100	\$20,200
Bid/Negotiation and Permitting	\$1,100	\$1,300	\$2,400
Construction Administration	\$2,600	\$3,100	\$5,700
Discipline Totals	\$12,800	\$15,500	\$28,300

Total Fee: \$28,300

*Plus reimbursable expenses noted below.

OPTIONAL SERVICES (ADDITIVE)

Project Phase	Fee	Client Initials
Fire/Life Safety Engineering Services	\$7,000	
Prescriptive Envelope Compliance Documentation	\$6,000	
Site visit conducted on an as-requested basis. Cost per person and per site visit.	\$2,000	

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering, Inc (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2026) are:

Senior Principal:	\$385/Hour
Principal:	\$335/Hour
Associate Principal:	\$280/Hour
Associate/Project Manager:	\$265/Hour
Sr. Engineer-Designer:	\$235/Hour
Engineer-Designer:	\$195/Hour
Project Designer-Drafter:	\$175/Hour
Administrative:	\$145/Hour

*Annual rate changes are expected to be 4% per year.

DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind TEF Design. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.



Interface Engineering, Inc
37-39 Soledad Rehabilitation
January 7, 2026

If you have any questions, please contact this office.

Sincerely,

Wesley Lau, PE, LEED AP
Principal

WL:ah

Enclosures: Standard Provisions; Revit Deliverables

COMPANY: TEF Design

CONTACT: _____
Lindsey Moder, Associate

Date

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2063 Grant Rd.
Los Altos, CA, 94024
Tel: 415.981.9430

Our ref.: DB-01

January 8, 2026

Maryam Rostami
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: Fee Proposal – Cost Estimating Services for Renovations: 37-39 Soledad Street Project in Salinas, CA (Rev 1)

Dear Maryam,

Further to your email, we are pleased to offer Cost Estimating services for the above project.

Scope of Services

We understand the scope of our services is to prepare cost estimates per following:

- Asian Cultural Experience of Salinas Museum at first floor, mezzanine, rear of second floor, and third floor
- Single Apartment unit at the existing second floor unit; Commercial space at First Floor (rear one story building to be demolished), and open cold shell at second story
- Limited structural work; New utility services (water, electrical); some MEP work.

The estimate will be based on the measurements of quantities from the drawings with composite unit rates reflecting the scope of work and the current market conditions. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. No bids or third-party opinions will be obtained without prior approval from the client.

We have included time required to review and discuss our cost estimate with the Design Team and for incorporating any requested revision to the estimate as a result of the Design Team review. We have excluded any time required to reconcile our estimate with another cost estimate prepared by others. We have also excluded time required to attend any meetings or any Value Engineering cost services from this proposal. Should additional work be required, our standard hourly rate of \$255 per hour will apply.

Fees

We propose to provide the above services based on the following Fees –



100% SD Cost Estimate (80hrs, \$255/hr.) \$ 20,400

Total Fees \$ 20,400

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Francisco Bay Area, any such travel costs as incurred will be billed separately.

Payment and Terms

We will issue a monthly invoice. Payment will be due thirty (30) calendar days.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Deo Bhalotia.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of TEF Design

Accepted by: _____

Deo Bhalotia
Associate Principal

Date:

Title: _____



Lindsey Moder <lindsey@tefarch.com>

37-39 Soledad Street, Chinatown Salinas

Emily Borland <EB@emilyborland.com>
To: Lindsey Moder <lindsey@tefarch.com>
Cc: Maryam Rostami <maryam@tefarch.com>

Fri, Jan 9, 2026 at 3:22 PM

Hi Lindsey,

Scope

1. Exterior Architectural specs & rehab specs (with Lindsey's assistance), including waterproofing specs.
2. Interior Specs: Architectural specs for 39 Soledad bar restoration; architectural specs for white cold shells.
3. Roof Work is excluded.
4. General Conditions and Requirements (Div. 01) are excluded.
5. 90% CDs: Draft and Final Specs. EBS will compile consultant specs to form a project manual, including a table of contents.
6. Fee: \$16,130

\$9,240 for the draft spec

\$5,180 for the final spec

\$1,960 allowance/hourly rate of \$245/hr (8 hrs) to answer questions/update specs during bidding/CA

Please let me know if you have any questions.

Thanks, Emily

Emily Borland, Principal Specifier

RA, CSI, CCS, CDT, LEED AP, SCIP

[Emily Borland Specifications, Inc.](#)

www.emilyborland.com

Phone: 415.971.4222

EBS Certifications:

WBE & Micro-LBE, San Francisco CMD

SB(Micro) & SB-Public Works, CA DGS

January 7, 2026
BKF No: 20250631



Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

**Subject: 37-39 Soledad Street, Salinas
Civil Engineering Proposal**

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the mixed-use project located at 37-39 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to construct Asian Cultural Experience of Salinas Museum at 37 Soledad St first floor, mezzanine, rear of second floor, and third floor. A single apartment unit is proposed at the existing second floor unit. A commercial space is proposed at 39 Soledad Street first floor (rear one story building to be demolished). Open cold shell is currently proposed at the second story.

At the time of proposal, no proposed floor plans were provided.

BKF's scope is limited to Civil Engineering services including grading, utility connections and erosion control. These will all be completed to a construction document level suitable for City permits and construction. As this is an internal remodel, we have excluded stormwater programming scope from this project.

This proposal assumes that public improvements along the project frontages will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals.

BASIS OF DESIGN

Our proposal is based on the following:

1. 37 Soledad Street survey by BKF Engineers, dated September 9th, 2025
2. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: CONSTRUCTION DOCUMENTS

1. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
2. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Permit Phase. Civil documents will be based on the digital site plan and building footprints provided by the Architect.
3. **Drawings:** We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the permit submittal:
 - a. Civil Cover Sheet
 - b. Notes & Legend
 - c. Existing Conditions
 - d. Public Frontage Improvements
 - e. Utility Plan
 - f. Construction Details
 - g. Sedimentation and Erosion Control Plan.
4. **Design Calculations:** BKF does not expect any calculations to be required for our scope.
5. **Specifications:** BKF will prepare technical specifications in CSI format for elements included in our scope of work.
6. **Meetings:** BKF has budgeted up to a maximum of **sixteen (16)** combined staff hours to attend meetings and participate in conference calls during the construction documents phase. Anticipated meetings include City coordination and internal coordination including a Client Review Meeting at 60% submittal. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.
7. **Submittals:** BKF will provide Construction Document submittals at the 60%, 90% and 100% level of completion. We have not included time for additional intermediate coordination sets with this phase of the project. We have assumed that the 90% set will be used for the initial permit submittal. We have included a separate submittal to Cal Water in this scope
8. **Project Approval:** BKF will update the drawings based on agency comments and re-submit for review. We have allocated fee for up to **twenty (20)** combined staff hours to address minor comments that do not change the design of the civil improvements or site plan. We have assumed that no more than two plan submittals will be needed and that the agency will not be utilizing third party plan reviewers.

TASK 2: BIDDING AND CONSTRUCTION SUPPORT

1. **Bidding Support:** We will assist the owner with the project bidding process. This includes attending answering questions during the bidding period. BKF has allocated up to a maximum of **four (4)** hours of combined staff time to support the project team during the bidding phase.
2. **Construction Support:** BKF has allocated up to a maximum of **sixteen (16)** hours of combined staff time to support the contractor and design team during the construction phase of the project. Anticipated services



include written response to requests for information (RFI's), submittal reviews, substitution requests, informational bulletins, attending pre-construction meetings, site visits to provide clarification of the consultant's design intent for the contractor, Architect or owner, stormwater facility construction observations, punch list walks, and record drawings. This does not include work (site visit, design, and permitting) related to field changes needed to address unknown or unforeseen conditions or changes to the design based on the contractor's sequencing design.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** The survey completed by BKF in September 2025 will be utilized for our civil engineering design.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design.
- b) **Architect:** The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning design. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.
- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.



- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- l) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork:** We do not expect to provide any earthwork calculations.



3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Off-Site Improvements:** Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required, we will notify you of the change in scope and provide an additional service request to cover the new scope.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Construction Documents	\$25,500
2	Bidding and Construction Support	\$5,200
	Total Fee	\$30,700

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Craig Smith, PE, QSD
Project Manager



Jonathan Tang, PE
Associate Principal



January 9, 2026

Maryam Rostami
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: 37-39 Soledad Street Rehabilitation
37-39 Soledad Street
Salinas, CA 93901
Job No. 2024.294.01

Dear Maryam,

Thank you for considering Tipping for the proposed rehabilitation of 37-39 Soledad Street in the historic Chinatown district of Salinas. We are delighted to work with you on this important renovation.

We have worked with your office under a separate agreement to provide structural content for a Historic Structures Report and structural design work for stabilization work of the existing building. This proposal is related to a separate but related scope of work to design interior renovations for new programming at the building as part of its adaptive reuse plans.

The existing site includes two adjoining buildings constructed in 1942, each two-stories tall and totaling approximately 9,431 square feet of interior space. 37 Soledad Street, also known as the Republic Cafe, is on the National Register of Historic Places and recognized by the State of California as a historic building. A fire in October of 2022, along with much deferred maintenance, has rendered the wood-framed buildings uninhabitable. The building shell, including the primary structure, will be improved as part of the separate stabilization project. The proposed program for the interior rehabilitation improvements includes the following:

37 Soledad:

- Asian Cultural Experience of Salinas Museum at first floor, mezzanine, rear of second floor, and third floor.
- A single apartment unit at the existing second floor unit
- Design of a new interior transverse shear wall or braced frame (and associated foundations) as a voluntary seismic upgrade. This element will be integrated into the architectural space plan so as not to interrupt circulation or adversely impact the function of the space.

39 Soledad:

- Commercial space at first floor
- Demolition of rear one story building
- Open cold shell at second story

Given the lack of design development for the proposed program, aside for the specific voluntary seismic retrofit element (interior shear wall or braced frame), the scope of structural engineering required for the design is not clear at this time. The structural scope may be limited or non-existent for the rehabilitation, although it is possible structural consulting and design could be required for miscellaneous items such as the following:

- Framing modifications for MEP upgrades
- Trenching coordination and patch back details at SOG for new plumbing
- Framing evaluation for heavy loads (servers, operable partitions, other items)
- Seismic anchorage for suspended elements (soffits) or partial height walls
- MEP equipment or solar anchorage
- Design of new openings or supports for improved vertical circulation (elevators)

SCOPE OF STRUCTURAL ENGINEERING SERVICES

This proposal includes structural engineering services for the scope of work described above. Our basic services consist of the analysis, design, detailing, and specifications for the structural portions of the project and include construction services to review fabrication drawings, respond to clarification requests, and make periodic observations related to structural components and systems.

Our tasks, milestones, responsibilities, and deliverables for the project at each phase are described in detail below:

Construction Documents

- Attend regularly scheduled meetings with the owner, contractor, and design team to develop design strategies and establish key parameters.
- Create computational models for the proposed structural modifications and perform detailed analyses demonstrating adequacy for gravity, wind, and earthquake loading.
- Review the effects of secondary or nonstructural elements and design the components

- required for their support.
- Prepare complete sets of drawings, structural note specifications, and calculations documenting the structural work for bidding, approvals, and construction of the project, including progress deliverables at 60% and 90% milestones.
 - Establish testing and inspection requirements for all structural materials and workmanship.

Approvals and Bidding

- Respond to plan check comments and revise plans as necessary.
- Advise and consult with client and architect during the solicitation and evaluation of contractor bids
- Issue final construction documents and addenda for construction.

Construction Administration

- Attend a pre-construction conference to answer questions about design intent or interpretation of the documents, and to examine the contractor's understanding of the project and its requirements.
- Review fabrication drawings and construction submittals for overall compliance with the structural portion of the contract documents. We assume a single round of review of complete, coordinated, and timely submittal packages that are reviewed and approved by the contractor prior to review by our office.
- Review inspection and test reports for items detailed on the structural drawings or called out in the specifications. Take necessary action on reports indicating non-conforming items. This excludes significant design revisions that may result from non-conformance with and deviations from the contract documents.
- Respond to questions from the client and/or special inspector regarding interpretation of the structural portion of the contract documents.
- Respond to contractor RFIs. This excludes redesign effort or significant changes to the approved plans due to contractor's means and methods or requests for substitution. This also excludes the design of repair or remediation measures for damaged or inadequately performed work.
- Visit the construction site at appropriate times to observe the progress of construction and its general conformance to structural drawings and specifications. We estimate that the project would include up to two (2) site visits during construction for periodic structural observation.

This excludes site visits for inspection, field coordination, troubleshooting, repair or remediation of damaged or inadequately performed work, and quality control efforts.

FEES

Owing to the uncertainty in the scope required, we propose to provide basic structural engineering services on a time and materials basis. We estimate our fees will be in the range of \$35,000-\$45,000 although we caution this fee could increase somewhat significantly if extensive structural work is required (i.e. a scenario where a new elevator with pit and penthouse is required in conjunction with a new custom stair, extensive framing strengthening for equipment or occupiable roof loads, and the design and anchorage of 5 to 10 interior architectural elements such as moveable partitions, soffits, partial height walls, etc.)

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed. Again, thank you for considering Tipping as part of your team for this project. We look forward to working with you. Please do not hesitate to contact us if you have any questions.

Sincerely,



Marc Steyer, SE, LEED AP
Principal

Accepted:

Signature

Printed Name and Title

Date

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BASIC SERVICES		FIRM					
Rehabilitation CD Tasks		TEF Design Architect	Tipping Engineers** (Structural Engineer)	BKF Engineers (Civil Engineer)	Interface Engineers (MEP)	Emily Borland (Specs)**	Total
60% Construction Documents (6 weeks)							
1.1	Develop Construction Documents	\$27,100	\$15,000	\$12,750	\$16,600	-	\$71,450.00
1.2	Client Review Meeting	\$2,060	-	-	-	-	\$2,060.00
1.3	Bi-weekly Project Meetings (3)	\$2,720	-	-	-	-	\$2,720.00
1.4	Project Management + QC	\$5,910	-	-	-	-	\$5,910.00
Task 2 Sub-total		Task 2 Sub-Total					\$82,140.00
90% Construction Documents (6 weeks)							
2.1	Develop Construction Documents	\$29,900	\$15,000	\$12,750	\$16,600	-	\$74,250.00
2.2	Develop/ Review Technical Specifications	\$12,720	-	-	-	\$14,170	\$26,890.00
2.3	Prepare Permit submission to City	\$650	-	-	-	-	\$650.00
2.4	Bi-weekly Project Meetings (3)	\$2,470	-	-	-	-	\$2,470.00
2.5	Project Management + QC	\$7,100	-	-	-	-	\$7,100.00
Task 2 Sub-Total		Task 2 Sub-Total					\$111,360.00
Conformed Set (100% Construction Documents) (3 weeks)							
3.1	Respond to City Questions/ attend meeting with review staff (virtual)	\$3,540	-	-	-	-	\$3,540.00
3.2	Revise Drawings	\$12,480	-	\$2,000	\$2,400	-	\$16,880.00
3.3	Revise Specifications	\$3,000	-	-	-	-	\$3,000.00
3.4	Bi-weekly Project meetings (2)	\$840	-	-	-	-	\$840.00
3.5	Respond to Bidders Questions/ Review Bidder RFP/ Attend Bid Walk	\$5,700	-	-	-	-	\$5,700.00
3.6	Project Management	\$3,040	-	-	-	-	\$3,040.00
Task 3 Sub-Total		Task 3 Sub-Total					\$33,000.00
Construction Administration and Project Close-out (assume 12 month construction duration)							
4.1	Review GC Schedule	\$1,180	-	-	-	-	\$1,180.00
4.2	Respond to RFIs (up to 30)	\$14,750	\$15,000	\$3,200	\$5,700	\$1,960	\$40,610.00
4.3	ASKs (up to 15)	\$7,815	-	-	-	-	\$7,815.00
4.4	Submittal Review (up to 25)	\$15,990	-	-	-	-	\$15,990.00
4.5	ASIs (up to 15)	\$9,390	-	-	-	-	\$9,390.00
4.6	Change Order review (up to 15)	\$5,190	-	-	-	-	\$5,190.00
4.7	Contractor Pay Application Reviews (up to 12)	\$3,060	-	-	-	-	\$3,060.00
4.8	OAC Meetings - virtual (24)	\$5,400	-	-	-	-	\$5,400.00
4.9	Site Walks (6)	\$17,700	-	-	-	-	\$17,700.00
4.1	Punch walk and write up (2)	\$7,900	-	-	-	-	\$7,900.00
Task 4 Sub-Total		Task 4 Sub-Total					\$114,235.00
Reimbursable Expenses		\$1,825.00	\$500.00	\$500.00	\$500.00		\$3,325.00
		TOTAL					\$344,060.00
** Allowance provided by this consultant See Exhibit B for Consultant Proposals							

**AGREEMENT — AMENDMENT NO. [4] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [4] to the Professional Services Agreement (the “Amendment”) is entered into this 3rd day of February 2026, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective July 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34-38 37-39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed amount to \$736,560.00; and

WHEREAS, On October 28, 2025, the Council approved Amendment No. 3 to complete additional design, historic structure analysis, and structural engineering work for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street prior to the preparation of a Request for Proposals for development of the site, and increase the not to exceed compensation amount to \$840,889; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant and reflect the revised compensation to be paid to consultant; and

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

TERMS

1. Section 1 of the Agreement is further amended to add the additional services outlined Consultant proposal attached hereto as Exhibit A to the Consultant’s scope of services.
2. Section 3 of the Agreement is amended to increase the total compensation amount by \$473,640, for a maximum compensation amount not to exceed amount to \$1,314,499.00.
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 Amendment as of the date first written above.

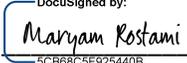
CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

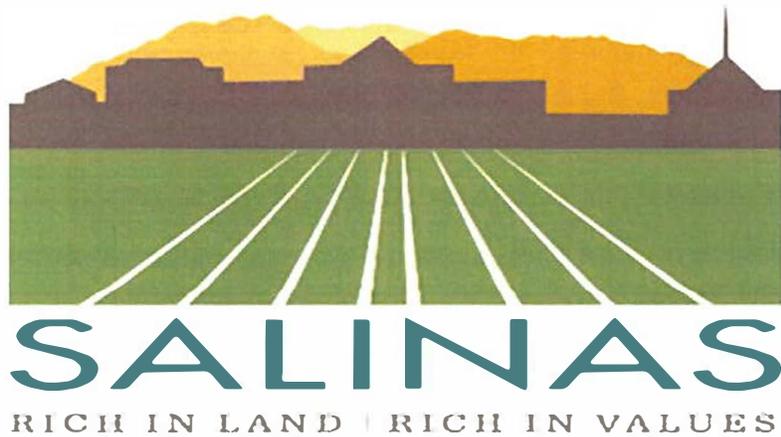
- _____
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

DocuSigned by:

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Printed name: Maryam Rostami
Title: Principal

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND TEF
ARCHITECTURE AND INTERIOR
DESIGN, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 1st day of February, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **TEF Architecture and Interior Design, Inc.**, a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.

2. **Term; Completion Schedule.** This Agreement shall commence on February 1, 2024, and shall terminate on June 30, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **Eighty-Two Thousand Two Hundred and Fifty Dollars (\$82,250)**.

4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and

(E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Meet & Confer.** Consultant 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 the City to ensure timely and adequate performance of the Agreement.

6. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Jim Pia, Interim City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Pursuant to the full language of California Civil Code §2782, design Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours.

Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. Non-Assignability. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in Exhibit B and/or Section 3 of this Agreement, except that:

- (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are

made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or

written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. 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. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Douglas Tom, Founding Principal
TEF Design
1420 Sutter Street
San Francisco, California 94109

doug@tefarch.com
(415) 350-4323

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

DocuSigned by:

Jim Pia

95AF7118EAC649A...

Jim Pia

Interim City Manager

APPROVED AS TO FORM:

Rhonda Combs

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

CONSULTANT

Douglas Tom

By (Printed Name): Douglas Tom
Its (Title): Founding Principal

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The City of Salinas, 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 Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’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).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form 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 Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

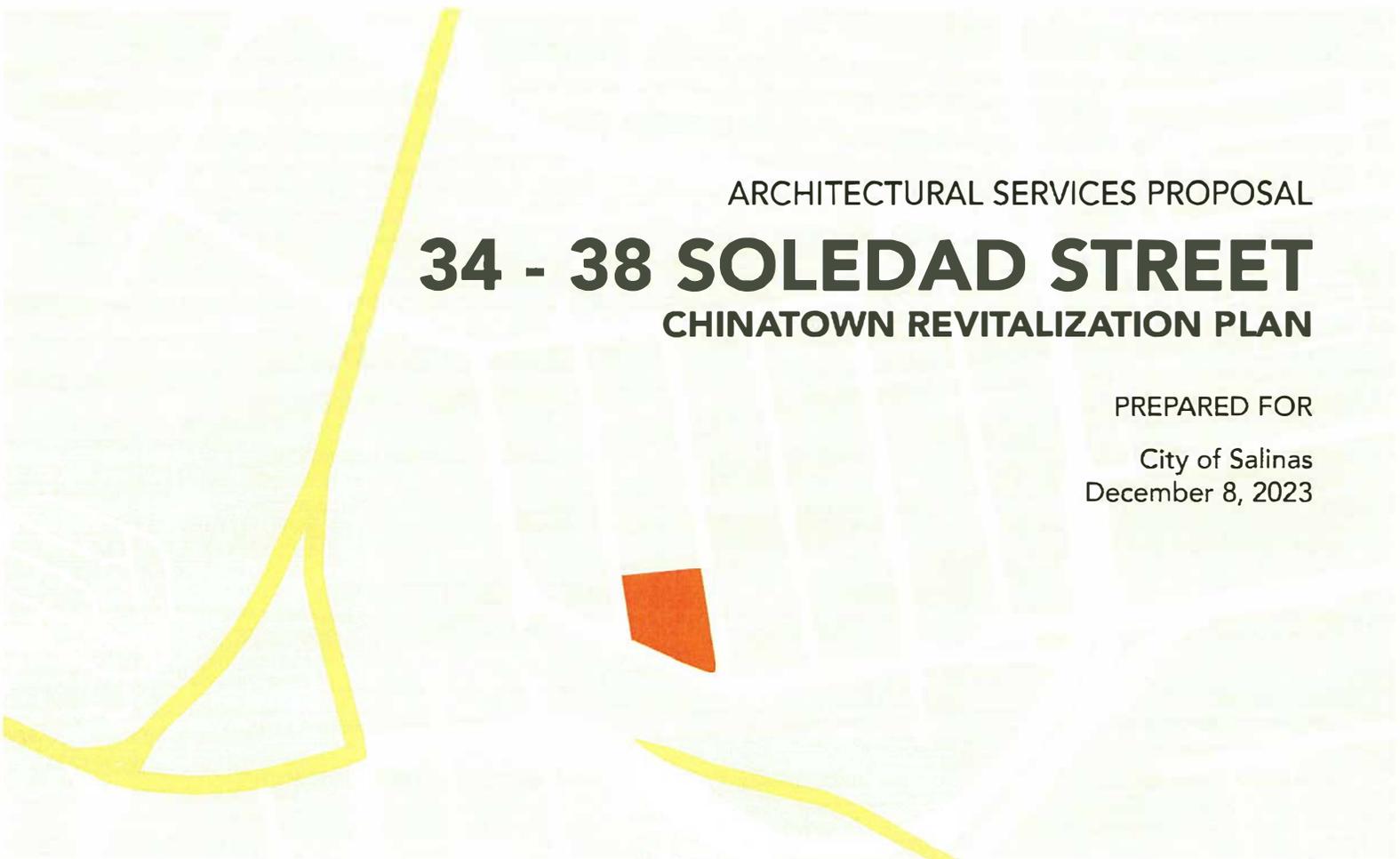
Special Risks or Circumstances

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.

Maintenance of Insurance

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

Exhibit B- Scope of Service



ARCHITECTURAL SERVICES PROPOSAL
34 - 38 SOLEDAD STREET
CHINATOWN REVITALIZATION PLAN

PREPARED FOR
City of Salinas
December 8, 2023

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1420 Sutter Street, 2nd Floor
San Francisco, CA 94108



Jessica Shull
Associate Planner
City of Salinas
65 W. Alisal
Salinas, CA 93901

Dear Ms. Shull,

TEF Design is very excited for the opportunity to submit this proposal to provide professional design and engineering services for 34-38 Soledad Street in Salinas's Chinatown. This project is a cornerstone of the City's ambitious revitalization plan for the area and a big step towards the transformation of the long-neglected area.

This project also aligns with the mission and values of our firm: to strengthen community through design. At TEF, we accomplish this by putting listening, inclusion and exceptional partnership at the core of our practice to deliver smart, sensitive and responsible design solutions. Our experience and core strengths are also particularly well-suited to the challenges and opportunities of the project site:

- » Historic preservation expertise and powerful place-making through the adaptive reuse and integration of historic buildings and histories for new uses
- » Planning analytics including studies and conceptual design for multifamily housing
- » Public engagement processes that integrate community voices

I am a native of Salinas — the third generation of Chinese Americans to call the city home. I graduated from Salinas High School and Hartnell College, and have deep roots in the area. My mother was born and raised a few blocks from this property and my parents met in the 1940s at a dance at the Confucius Church. It would give me great personal and professional fulfillment to bring our firm's experiences directly to the City of Salinas under this contract.

We look forward to working with you, your team and community stakeholders to establish sound project criteria to advance the realization of the community's vision for the revitalization of Chinatown. We're excited to share our capabilities and approach with you in more detail in the next phase of your selection process.

Warm regards,

Douglas Tom, FAIA, LEED AP

A handwritten signature in black ink that reads 'Douglas Tom'.

Founding Principal
TEF Design
doug@tefarch.com
(415) 350-4323

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FIRM OVERVIEW

WE CRAFT PLACES PEOPLE LOVE.

Creating places that connect people is at the heart of our work

Established in 1997, TEF provides planning, architecture and interior design solutions that integrate the social, economic and political dynamics of urban development throughout California, with a diverse portfolio encompassing workplace, healthcare, educational, infrastructure, and government/community projects. Our practice is distinguished by the convergence of “large firm” experience delivered through the culture and care of a small practice. And, our leadership offers decades of planning, programming and design experience, coupled with a deep commitment to supporting a transformative design process for our clients.

MISSION-DRIVEN DESIGN

Our mission is to strengthen community through design. Our staff of 45+ are focused on delivering caring and responsible design solutions that deepen human connection and advance the mission of our clients, whether they be a community of place, culture or purpose. We place people at the center of our practice and integrate research, technology, and robust processes to create enduring places where people come together to share ideas and build community.

COLLABORATION + PARTNERSHIP

Teamwork is innate to our work ethic. We believe genuine partnership between design team, client, builders, and the community is fundamental to outcomes of long term meaning and relevance. Establishing a shared culture of trust and open dialog is an essential part of authentic collaboration and a focus of our management approach that facilitates communication, efficiency, confident decision-making, and innovation.

26 YEARS
Serving the
Bay Area

45+ STAFF
San Francisco
Office

MBE

STATE of CA
Minority-
Owned
Business
Entity

1. STATEMENT OF QUALIFICATIONS

AUTHENTICITY + IDENTITY

While every project we design is an original expression, each shares a common framework of design principles. We seek modern, economic, and responsible solutions that are optimistic, open, and warm; that foster community, health, and well-being; and that are emotionally-satisfying to those who visit, work, and live in them. Through inquiry and collaboration, we strive to define and reveal the human foundation that gives identity to each unique project and that will maintain its lasting relevance to the community it serves.

TEF integrates the [AIA Framework for Design Excellence](#) – and its 10 Principles and questions – as part of our design process to advance the development of sustainable, resilient, and inclusive outcomes in our practice.

ECOLOGY + EQUITY

As a signatory to the AIA 2030 Commitment, we are committed to combating climate change through our practice and consider each assignment an opportunity to advance sustainable and healthy building design and construction practices in our community.

TEF has been responsible for the design of more than **25 LEED Certified projects** – including 1 LEED Platinum and 10 LEED Gold – and the the first Net-Zero electrical switchgear building designed to the International Living Future Institute’s (ILFI) Zero Energy Building (ZEB) Certification™. Our staff comprises 12 LEED Certified Professionals and 3 Living Futures Accredited professionals who provide leadership across projects with a focus on decarbonization, social and environmental health, and water efficiency.

TEF is also proud to be an ILFI (International Living Future Institute) **Just. organization**. We display our pledge to these principles of equity and sustainability proudly – publicly committing to practices that exemplify social justice and corporate social responsibility while using these measurements to drive improvement.

SERVICES

- » Site Planning
- » Building Investigation + As-Built Drawings
- » Feasibility Analyses
- » Budget Verification / Cost Analyses
- » Test Layout / Fit Plans/Space Planning Projections
- » Master Planning / Alternative Development Schemes
- » Implementation Planning / Phasing / Scheduling
- » Stakeholder / Neighborhood Engagement
- » Programming / Design / Interior Design
- » Construction Documentation / Administration
- » Specification Writing
- » State Historic Building Code Expertise
- » Construction Phasing Strategies
- » Value Engineering Reviews
- » LEED certification
- » Local Entitlements / Compliance + Permitting



Organization Name: TEF Design
 Organization Type: Architecture
 Headquarters: San Francisco, California
 Number of Employees: 34

Social Justice Indicators:

<p>Diversity & Inclusion</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Gender Diversity ■ ■ ■ ■ Ethnic Diversity ■ ■ ■ ■ Inclusion ■ ■ ■ ■ Engagement 	<p>Employee Benefits</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Health Care ■ ■ ■ ■ Retirement Provision ■ ■ ■ ■ Family/Medical Leave ■ ■ ■ ■ Training/Education
<p>Equity</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Full-Time Employment ■ ■ ■ ■ Pay-Scale Equity ■ ■ ■ ■ Freedom of Association ■ ■ ■ ■ Living Wage ■ ■ ■ ■ Gender Pay Equity 	<p>Stewardship</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Local Communities ■ ■ ■ ■ Volunteering ■ ■ ■ ■ Animal Welfare ■ ■ ■ ■ Charitable Giving ■ ■ ■ ■ Positive Products
<p>Employee Health</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Physical Health ■ ■ ■ ■ Well-Being 	<p>Purchasing & Supply Chain</p> <ul style="list-style-type: none"> ■ ■ ■ ■ Equitable Purchasing ■ ■ ■ ■ Supply Chain

THE SOCIAL JUSTICE LABEL 2.0
 TEF-001 EXP. 11/01/2025

INTERNATIONAL LIVING FUTURE INSTITUTE®

RELEVANT EXPERIENCE

TEF brings ample experience relevant to addressing the challenges and opportunities of the 34 - 38 Soledad project. Example projects are provided in the pages following.

SITE PLANNING + FEASIBILITY STUDIES

TEF has a long history of developing site plans, feasibility studies and renderings for governmental, institutional and private clients. With this work we strive to find solutions that are cost effective and sustainable while also addressing cultural, community and historic contexts. **We are currently completing work helping the University of California at Santa Cruz to identify the best ways to develop housing for their employees in order to address the shortage and high cost of housing in the area.** We have identified the most suitable sites for housing, developed site and building plans with a wide variety of housing types and layouts, integrated historic preservation issues, and engaged stakeholders.

MULTIFAMILY HOUSING

TEF's housing work has typically been at an urban and community scale, with contextual infill developments and the adaptation of historic structures forming the majority of our experience. We always look for straightforward solutions that respect the neighborhood context, are livable and equitable and provide places for residents to connect and thrive. **For our work on the adaptive reuse of Building 2 at the Pier 70 shipyard in San Francisco, we developed compact unit plans that allow each apartment to enjoy great light and views, while maximizing the total number of units.**

HISTORIC

Unleashing the power of historic places for modern use is a core competency of our practice. We believe that preserving and adapting historic sites allows us to create places rich with meaning, texture and scale. Repurposing existing structures is also one of the most environmentally sustainable approaches to development. **The award-winning Bayview Opera House is a significant historic building in a formerly marginalized African American neighborhood in San Francisco.** We worked closely with the City and surrounding neighborhood to rehabilitate this building in a way that best serves the community, respects the building's character-defining features and honors its storied past.

COMMUNITY MEETINGS

Collaboration and engagement with local communities is essential to creating meaningful and successful projects, especially in historic urban contexts. We have extensive experience in this area — ranging from our work with multiple public agencies and their departments to a panoply of University student organizations and clubs — for a single project, and are adept at listening, communicating, and responding to stakeholders towards consensus. **We are currently working on the Dogpatch Hub, a community center in San Francisco's rapidly developing Dogpatch neighborhood, with a design significantly shaped by neighborhood input.** The work included surveys, direct outreach to key groups and potential partners and public community meetings.

1. STATEMENT OF QUALIFICATIONS

SITE PLANNING + FEASIBILITY STUDIES



① **CENTURY 21 DOMED THEATER**
 San Jose , CA
 Size/Scope: 38,800 sf.
 Adaptive reuse of historic domed theater into mixed use commercial uses
 Completed: 2022 (concept)

② **55/60 FRANCISCO OFFICE TO HOUSING STUDY**
 San Francisco, CA
 Size/Scope: 50,000 sf., feasibility study including test fits, structural analyses, concept design and cost analyses.
 Completed: 2023

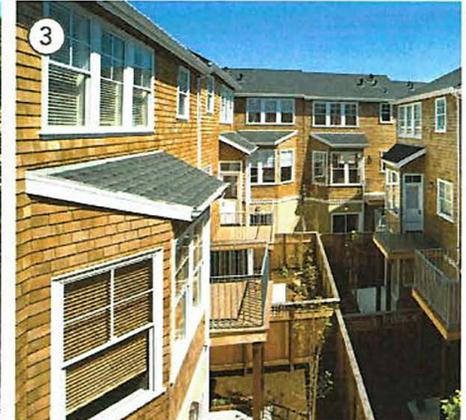
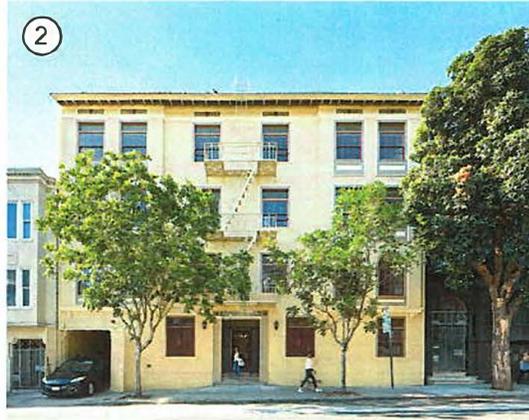
③ **UC BERKELEY MINOR HALL EXPANSION STUDY**
 Berkeley, CA
 Size/Scope: 145,000 sf. programming and site and cost analyses for expansion of School of Optometry
 Completed: 2018

④ **UCSC COOPERAGE FEASIBILITY STUDY**
 Santa Cruz, CA
 Size/Scope: 2,100 sf; Feasibility study and concept design for restoration of historic lime kiln cooperage structure
 Completed: 2022

⑤ **UCSC EMPLOYEE HOUSING STUDY** (w/Kennerly Architects)
 Santa Cruz, CA
 Size/Scope: Analyses of 4 sites, including various unit typologies and mixes, and potential yield and financing;
 Completed: 2022

⑥ **ANGEL ISLAND IMMIGRATION STATION MASTER PLAN**
 Angel Island State Park, CA
 Size/Scope: 66,500 sf. assessment, rehabilitation plan for historic structures and grounds; phasing and associated costs
 Completed: 2002

MULTIFAMILY HOUSING



①
PIER 70 BUILDING 2
 San Francisco, CA
 Size/Scope: 97,000 sf; adaptive reuse of historic warehouse structure to multifamily housing
 Completed: 2020 (DD + site permit)

②
3525 17TH STREET
 Redwood City, CA
 Size/Scope: 12,000 sf., rehabilitation of 4-story historic, 16 unit complex
 Completed: 2021

③
1300 EDDY ST.
 San Francisco, CA
 Size/Scope: 42,200 sf., 30 3-story townhome development (design development through construction)
 Completed: 2007

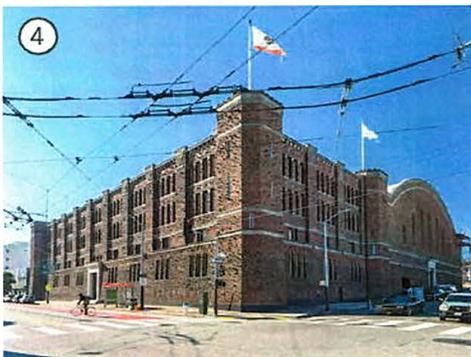
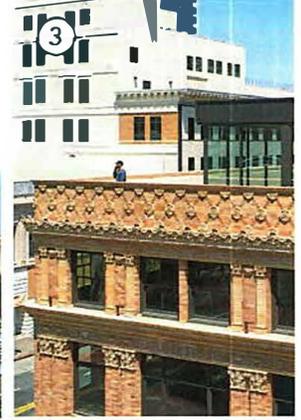
④
915 NORTHPPOINT
 San Francisco, CA
 Size/Scope: 27,700 ; new 4-story, 49 unit apartments in two adjacent buildings
 Completed: 2016 (design)

⑤
THE SUTHERLAND
 San Francisco, CA
 Size/Scope: new 33,600 sf.; 45-unit complex with retail and garage in two, 4-story adjacent buildings.
 Completed: 2019

⑥
UCSC KRESGE COLLEGE STUDENT HOUSING
 Santa Cruz, CA
 Size/Scope: 68,200 sf. renovation and upgrade of existing student dormitory; 160 beds
 Completed: 2022

1. STATEMENT OF QUALIFICATIONS

HISTORIC



① **SWISSNEX**
 San Francisco, CA
 Size/Scope: 27,700 adaptive reuse of waterfront landmark structure into flexible workplace and event space; building systems upgrade, access and fire/life safety compliance.
 Completed: 2016

② **BAYVIEW OPERA HOUSE**
 San Francisco, CA
 Size/Scope: 9,32a1 sf. renovation of landmark multiuse facility in a long neglected area.
 Completed: 2016

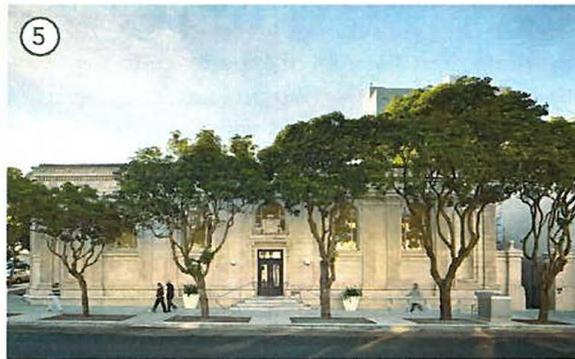
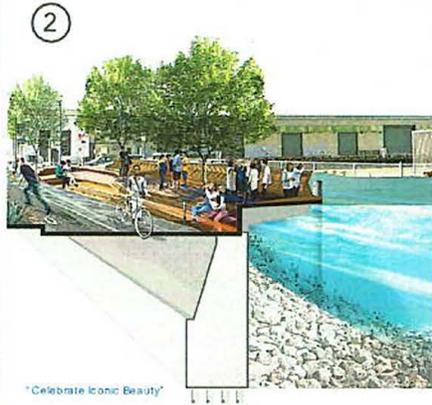
③ **TAPSCOTT BUILDING**
 San Francisco, CA
 Size/Scope: 51,100 sf. award-winning, core and shell rehabilitation.
 Completed: 2022

④ **MISSION ARMORY**
 Redwood City, CA
 Size/Scope: 160,000 sf., seismic upgrade, systems upgrade, access, and fire/life safety of landmark building
 Completed: 2021

⑤ **GORGAS WAREHOUSES**
 San Francisco, CA
 Size/Scope: 41,000 sf. adaptive reuse of historic warehouses for commercial use
 Completed: 2019

⑥ **PRESIDIO BLDGS 1201 + 1202**
 San Francisco, CA
 Size/Scope: 48,500 sf., LEED Gold/Silver adaptive reuse of historic structures at Ft. Scott
 Completed: 2013

COMMUNITY ENGAGEMENT



①
DOGPATCH HUB
 San Francisco, CA
 Size/Scope: 10,800 sf. adaptive reuse for mixed-use community serving spaces.
 Completed: 2023

②
SF WATERFRONT RESILIENCE PROGRAM
 San Francisco, CA
 Size/Scope: Evaluation and development of adaptation strategies to address climate change impacts (TEF is part of multi-disciplinary team)
 Completed: Ongoing

③
HUNTERS POINT SUBSTATION
 San Francisco, CA
 Size/Scope: new 28,900 sf. electrical substation with community plaza
 Completed: 2018

④
GARFIELD CENTER
 San Francisco, CA
 Size/Scope: 22,000 sf natatorium rehabilitation and new clubhouse.
 Completed: 2021

⑤
GOLDEN GATE VALLEY BRANCH LIBRARY
 San Francisco, CA
 Size/Scope: 7,400 sf. renovation of historic branch Carnegie library
 Completed: 2011

⑥
DON FISHER CLUBHOUSE
 San Francisco, CA
 Size/Scope: 36,800 sf., award-winning LEED Gold education and recreation center for Boys + Girls Clubs of SF
 Completed: 2016

1. STATEMENT OF QUALIFICATIONS

KEY STAFF

Your project will be led by senior staff who bring significant experience in the analyses and crafting of development concepts. Their deep knowledge of urban development in cities throughout California, including the transformation of historic assets, will support outcomes that are strategic, cohesive, sustainable and feasible. Each brings substantial experience working in the public realm, with municipal agencies, commissions, elected officials, and community stakeholders.

LEADERSHIP

DOUGLAS TOM, FAIA, LEED AP | *Principal-In-Charge*
Bachelor of Arts in Architecture, University of California, Berkeley
Licensed Architect - C12405

A native of Salinas, Doug brings more than 40 years of experience to the team on a wide range of public and community-serving projects, ranging from recreational and educational facilities to non-profit social services centers. Notable projects under his leadership include a feasibility study to convert offices to multifamily housing at **55 Union Street in San Francisco**, **the adaptive reuse of a trio of landmark structures into leasable commercial spaces in the Presidio**, and **the award-winning renovation of the Bayview Opera House**, located in a long neglected San Francisco neighborhood and entailing extensive community engagement.



MARYAM ROSTAMI, AIA, LEED AP BD+C, LFA | *Managing Principal*
Bachelor of Architecture, Honors Liberal Arts, University of Texas, Austin, TX
Licensed Architect - C37717

A talented architect and committed advocate for her clients, Maryam brings leadership and enthusiasm for design to each project, regardless of scale or scope. Her recent experience at UC Santa Cruz — **a feasibility study for Employee Workforce Housing**, **design and criteria documents for renovating student housing at Kresge College**, and **feasibility study for the adaptive reuse of the historic Cooperage and Lime Kilns** — and her background in affordable housing design, will be an asset to the team.

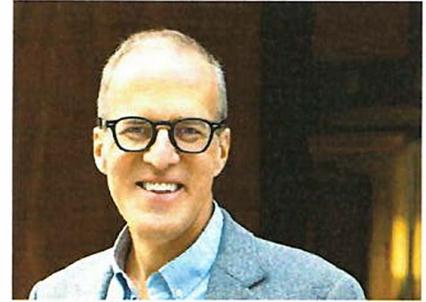


1. STATEMENT OF QUALIFICATIONS

ANDREW WOLFRAM, AIA, LEED AP BD+C, LFA | *Advising Preservation Specialist*

Master of Architecture, Planning and Preservation, Columbia University, Graduate School of Architecture, New York, NY
Licensed Architect - C27838

Andrew has led some of the Bay Area’s most significant and transformative adaptive reuse projects. He integrates innovative solutions with design acumen and a powerful commitment to environmental and social sustainability into every project. He collaborated with Maryam on housing projects at UC Santa Cruz and also provided leadership to a feasibility study/design for multifamily housing at 915 Northpoint and the design and delivery of 37 apartments at 915 Minna Street.



ELIZABETH MACKAY | *Project Designer*

Bachelor of Fine Arts, Academy of Art

Elisabeth is a versatile designer who brings considerable strength in multifamily housing development. Notable projects include Nevin Plaza in Richmond — which encompassed the **rehabilitation of 140 units of affordable housing and new construction of 75 - 80 units on an adjacent site** — as well as the **96-unit Elegance Senior Housing development in Berkeley** and the **89-micro-unit Electric Lofts in Oakland**. She also worked on the permit set for **1064 Mission Street, San Francisco’s largest supportive housing project for formerly homeless seniors, featuring modular construction**. Her experience working with the City of Salinas at City Hall is also a plus.



SUBCONSULTANT

As trusted civil engineering experts to TEF, BKF Engineers will leverage their considerable knowledge of and experience in Monterey County and the City of Salinas, to provide site utility, stormwater management, and surveying analyses and design.

JON TANG, PE, LEED AP, QSD/P | *Associate Principal*

B.S., Civil Engineering, University of California, Davis
Licensed Civil Engineer, CA, No. 67726

Jon has recently led the civil engineering for well over 1000 units of affordable and workforce housing and thousands of additional units of multifamily housing and mixed-use developments, involving transportation, circulation and utility infrastructure, and stormwater planning. Recent projects include the **Balboa Reservoir, and workforce housing at 361 Turk Street and 145 Leavenworth Street** in San Francisco.



2. APPROACH

UNDERSTANDING + APPROACH

The success of the 34-38 Soledad Street will depend on clearly identifying the project scope, establishing a shared vision for the development, then creating the path that will lead to project feasibility. **Our efforts will be shaped by the Core Value and Guiding Principles of the *Chinatown Revitalization Plan*.** And, our focus will be on bringing the community's vision, goals and aspirations for this site into alignment with the array of critical issues that will shape planning strategy.

Key considerations will include near and long term budget resources, identifying development partners, allowable zoning envelope, and other existing site and building assessment findings.

ROBUST INQUIRY

Establishing a deep understanding of the project will be our first priority. We will begin with extensive data gathering related to the project site, its history and context, existing site and building conditions, historic status and local zoning impacts, and the vision and goals of City staff and community stakeholders. The many years of public engagement and planning represented by the December 2019 *Chinatown Revitalization Plan* provides a strong foundation and jumping off point for the team.

Research and exploration will continue as we proceed with the development of early concepts, while engaging in initial stakeholder and community meetings to confirm our understanding of project opportunities, constraints and priorities.

ECONOMY, FLEXIBILITY + VALUE

These intertwined virtues are a priority in our work and central to our design ethic in relationship to conservation, social responsibility, and design excellence. We strive for efficiency, economy, integration, and collaboration and seek answers that deliver long term relevance. We will focus on the potential that the existing building and site have to offer and what is allowed under current zoning regulations. Simultaneously, we will advise the City

on issues ranging from cost considerations and performance metrics to environmental impacts and development phasing through the lens of feasibility.

EMPOWERING COMMUNITY + BUILDING CONSENSUS

TEF brings significant experience collaborating with diverse stakeholders within the framework of public decision-making processes and protocols. We will draw upon an array of strategies and tools — ranging from surveys, workshops, observational studies, focus groups, and story mapping — that enable us to engage in authentic listening and careful observation. We will also prioritize an efficient methodology of iteration with stakeholders to co-create and distill viable design concepts that have the support of the community and that are economically and technically feasible.

Developing design information that clearly communicates challenges, opportunities, variables and solutions are crucial to a process that empowers stakeholders to process data and make decisions. TEF takes great pride in leveraging BIM and parametric tools to rapidly render information-rich graphics that depict the quantitative and qualitative aspects of a design strategy.

MANAGEMENT APPROACH

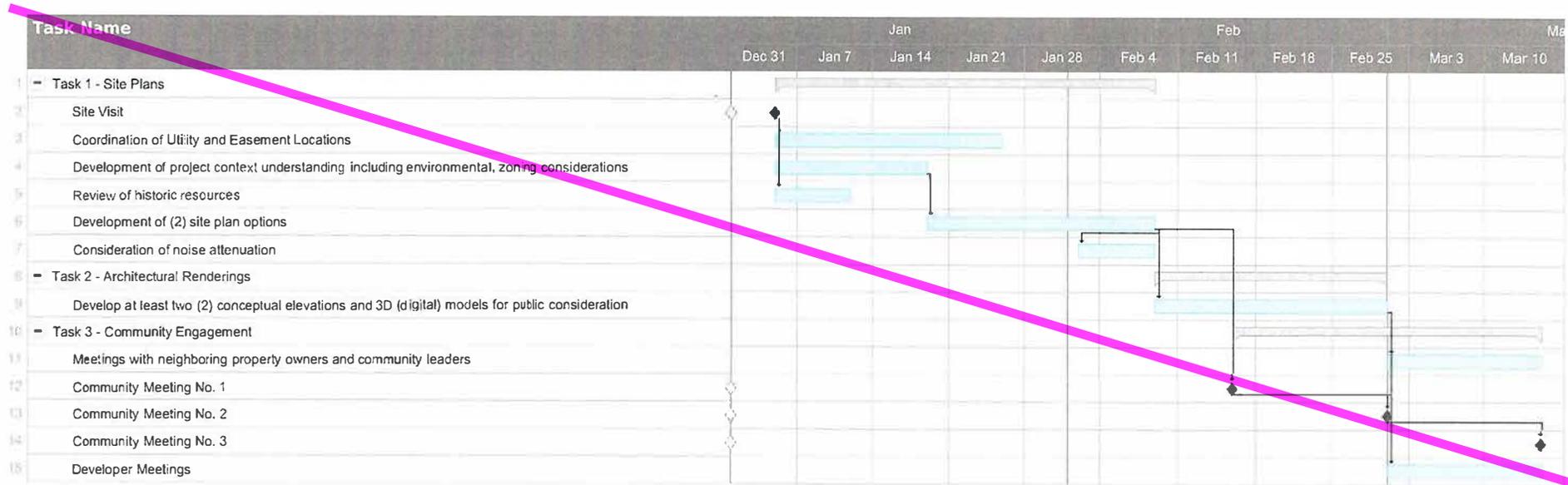
Our project management approach emphasizes clarity of goals, expectations, roles and responsibilities, and continuous alignment of project parameters, supported by continuity of team leadership, clear communication protocols, and an arsenal of powerful tools. We strive to cultivate a shared culture of teamwork, honest communication, trust and transparency with our clients and stakeholders through a model of shared risk, goal-setting, problem-solving and collaboration.

A detailed breakdown of tasks and deliverables is provided as part of our Fee on page 14.

SCHEDULE

Our proposed schedule anticipate roughly 10 weeks for project delivery. We look forward to further discussions with the City of Salinas to address any timeline constraints and adjustments.

SCHEDULE TO BE RENEGOTIATED WITH CITY OF SALINAS BASED ON CHANGE OF START DATE.



4. FEES

FEE PROPOSAL

TASK + HOURS SUMMARY

BASIC SERVICES		PHASES			
Firm	Discipline	Concept Design	Renderings	Community Engagement	Total
TEF	Architecture	\$19,575.00	\$14,815.00	\$14,560.00	\$48,950.00
BKF	Civil Engineering	\$9,600.00	\$0.00	\$0.00	\$9,600.00
	Boundary and Topographic Survey				\$20,000.00
	Utility Locating				\$3,700.00
TOTAL		\$29,175.00	\$14,815.00	\$14,560.00	\$82,250.00

Estimate of Reimbursable Expenses

\$881.00

TEF TASK + HOURS

		HOURS & FEES								
		Principal	Rate \$275	Sr PM	Rate \$200	Arch Level 3	Rate \$180	Arch Staff 1	Rate \$145	Total Fee
TASK 1 - SITE PLANS										
1.0	Site visit	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620
2.0	Coordination of Utility and Easement Locations	1	\$275	3	\$600	1	\$180	0	\$0	\$1,055
3.0	Development of project context understanding including historic, environmental, zoning considerations	4	\$1,100	6	\$1,200	10	\$1,800	0	\$0	\$4,100
4.0	Development of (2) site plan options	4	\$1,100	6	\$1,200	27	\$4,860	32	\$4,640	\$11,800
	Sub-Total Task 1	13	\$3,675	19	\$3,800	42	\$7,560	32	\$4,640	\$19,575
TASK 2 - ARCHITECTURAL RENDERINGS										
5.0	Review of historic resources for the property and the level of preservation required	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620
6.0	Consideration of noise attenuation by design given the site's proximity to the railroad	1	\$275	2	\$400	4	\$720	0	\$0	\$1,395
7.0	Develop at least two (2) conceptual elevations and 3D (digital) models for public consideration	4	\$1,100	8	\$1,600	16	\$2,880	36	\$5,220	\$10,800
	Sub-Total Task 2	9	\$2,475	14	\$2,800	24	\$4,320	36	\$5,220	\$14,815
TASK 3 - COMMUNITY ENGAGEMENT										
8.0	Up to (4) zoom meetings with neighboring property owners and community leaders, as agreed upon by Stakeholders	2	\$550	4	\$800	0	\$0	0	\$0	\$1,350
9.0	Preparation for community meetings, including creation of boards and stakeholder engagement materials	1	\$275	4	\$800	12	\$2,160	0	\$0	\$3,235
10.0	Up to (3) 2-hour long in-person community meetings in Salinas	18	\$4,950	18	\$3,600	0	\$0	0	\$0	\$8,550
11.0	Up to (3) zoom meetings with affordable housing developers previously agreed upon by Stakeholder group, using previously created site plan options for discussion	3	\$825	3	\$600	0	\$0	0	\$0	\$1,425
	Sub-Total Task 3	24	\$6,600	29	\$5,800	12	\$2,160	0	\$0	\$14,560

Reimbursable Expenses (estimated at 1.8% of fee)

\$881.00

SUBTOTAL	\$49,831
TEF PROPOSED FEE + REIMBURSABLES	\$49,831

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tef DESIGN

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San Francisco, CA 94109

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TEFarch.com

Policy # 57SBWRI6634



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section F - **OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Subparagraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



Policy # 57SBWR16634

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

Policy # 57SBWRI6634

- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow employee**
Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. **Care, custody or control**
Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:
The following are "insureds":
- a. You.
- b. Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

Policy # 57SBWRI6634

or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGGC3286

Endorsement Number:

Effective Date: 04/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TEF Architecture + Interior Design, Inc.
1420 Sutter Street
San Francisco, CA 94109

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION ANDEMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** \$500,000 Each Accident

**Bodily Injury
by Disease** \$500,000 Policy Limit

**Bodily Injury
by Disease** \$500,000 Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

- 4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

- 1. release you and us, in writing, of all responsibility for the injury or death,
- 2. transfer to us their right to recover from others who may be responsible for their injury or death,
- 3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

- 1. actually sustain and pay the loss or expense in money after trial, or
- 2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

- 1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
- 2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

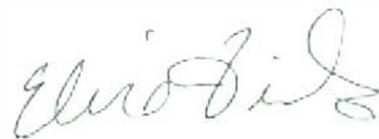
1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

C. Schedule of Covered States:

CA



Countersigned by _____ Authorized Representative

RESOLUTION NO. 22560 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS BETWEEN THE CITY OF SALINAS AND WALD, RUHNKE & DORST ARCHITECTS, AETYPIC, BUREAU VERITAS, TEF DESIGN, AND LDA PARTNERS FOR ON-CALL ARCHITECTURAL SERVICES

WHEREAS, the Public Works Department has identified the need to utilize on-call consultants to provide architectural services to assist the department with any building projects, and other services related to design and construction of various public works projects; and

WHEREAS, on September 16, 2022, the City of Salinas engaged in a Request for Qualifications (RFQ) process to identify firms with the requisite qualifications to provide architectural services; and

WHEREAS, on October 14, 2022, Public Works staff received nine (9) statements of qualifications (SOQ) from consultants; and

WHEREAS, an evaluation committee consisting of Public Works staff reviewed each SOQ and selected the top five (5) based on the criteria set forth in the Request for Qualifications; and

WHEREAS, the award of projects to the selected architectural firms will be based on an additional qualifications-based selection process.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Master Service Agreements between the City of Salinas and Wald, Ruhnke & Dorst Architects, Aetypic, Bureau Veritas, TEF Design and LDA Partners to provide architectural services for various public works projects; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Service Agreements; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and

BE IT FURTHER RESOLVED, that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

PASSED AND APPROVED this 10th day of January 2023, by the following vote:

AYES: Councilmembers: Barrera, Gonzalez, McShane, ●sornio, Rocha, Sandoval and Mayor Craig

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:

E564E04F48E8402...
Kimbley Craig, Mayor

ATTEST:

DocuSigned by:

58E31EC820A8432...
Patricia M. Barajas, City Clerk

**AGREEMENT - AMENDMENT NO. [1] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [1] to the Agreement for Professional Services (the "Amendment") is entered into this 19th day of November 2024, by and between the City of Salinas (the "City") and TEF Architecture and Interior Design, Inc., (the "Consultant"). 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 Consultant first entered into an Agreement for Professional Services effective July 1, 2024, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to reflect the additional scope to be provided by Consultant, reflect the revised Compensation to be paid to Consultant, and 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, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$252,290.00.
3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2025.
4. 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

DocuSigned by:

Rene Mendez

Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

Christopher A. Callihan, City Attorney

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



Printed name: Maryam Rostami

Title: Principal

**AGREEMENT — AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [2] to the Professional Services Agreement (the “Amendment”) is entered into this 1st day of July 2025, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective February 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant, reflect the revised compensation to be paid to consultant, and extend the term.

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

TERMS

1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto and incorporated by reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$736,560.00.
3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2026.
4. 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

DocuSigned by:

 49009F9344B6488...
 René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

DocuSigned by:

Maryam Rostami

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Printed name: Maryam Rostami

Title: Principal



Grant Leonard
City of Salinas
Community Development Department, Planning Manager
65 West Alisal Street, 2nd Floor
Salinas, CA 93901
grantl@ci.salinas.ca.us

April 24, 2025

RE: City of Salinas 37 Soledad & 34-40/45 Soledad Street Affordable Housing Developments, Community Engagement and Entitlements Package

Dear Grant,

TEF Design (TEF or architect) is excited to submit this proposal to continue our work with the City of Salinas on affordable housing development at three parcels: 37 Soledad Street, 45 Soledad Street, and 34-40 Soledad Street in Salinas' Chinatown. Our scope will include concept design and facilitation of stakeholder engagement with the City, HRB and community stakeholders for 37 Soledad Street. Additionally, TEF will develop the conceptual design schemes to a 90% schematic design (SD) level and prepare (2) SD level packages to secure entitlements with the City of Salinas Planning Department for 37 Soledad Street and 34-40+45 Soledad Street (single package - scattered site).

We have assembled a team of consultants to assist with this work including BKF Engineers for Civil Engineering, Tipping Engineers for Structural Engineering, and Interface Engineers for Mechanical, Electrical and Plumbing Engineering. Their proposals are attached for your reference.

Scope & Durations

The scope tasks are summarized below. See Exhibit A: Task & Hours Summary for additional information.

Task 1: Concept Design & Stakeholder Engagement for 37 Soledad Street

- Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Schematic Design (SD) for 37 Soledad & 34-40/45 Soledad

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Entitlements Packages for 37 Soledad & 34-40/45 Soledad

- Deliverables: Entitlements Package (2 packages)
- Meetings: 3 bi-weekly client check in meetings
- Duration: 6 weeks



Fees

Our proposed fee is summarized below and will be invoiced monthly as percent complete.

BASIC SERVICES		PHASES			
Firm	Discipline	Community Engagement	Schematic Design	Entitlements Package	Total
TEF	Architecture	\$27,470.00	\$22,310.00	\$45,535.00	\$95,315.00
BKF	Civil Engineering	-	\$25,200.00	\$25,200.00	\$50,400.00
Tipping	Structural	-	\$12,250.00	\$12,250.00	\$24,500.00
Interface	MEP	-		\$9,500.00	\$9,500.00
TOTAL		\$27,470.00	\$59,760.00	\$92,485.00	\$179,715.00
Estimate of Reimbursable Expenses					\$881.00

Assumptions

1. TEF's work will be drawn in REVIT software.
2. The codes applicable to the project are the 2022 California Building Code.
3. Interaction with Salinas Historic Resources Board will be limited to the community engagement workshop.
4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.

Exclusions

This proposal specifically excludes the following. TEF would be pleased to provide written additional service proposals for any of these items, if requested, with the exception of Items 1 through 4.

1. Materials testing and inspections or selective demolition.
2. Site surveys including but not limited to; utilities, topographic, floor leveling, window conditions, etc.
3. Geo-technical investigations.
4. Work related to the investigation or handling of Hazardous Materials.
5. Existing conditions verification Exterior envelope improvements (and associated Title 24 requirements)
6. Furniture layout and specifications
7. Cost Estimating Services. TEF will prepare pricing plans for cost estimating by Owner's GC.
8. Preparation for, or attendance at, hearings before any County or City commissions, boards, agencies, etc.
9. Preparation of physical models or presentation renderings.
10. Energy modeling.
11. LEED Certification at any level.
12. Participation with a General Contractor as a "Design-Build" entity.
13. Assistance in selection of General Contractor.
14. Unreasonable and material delays in the progress of the work through no fault of TEF.
15. Signage and branding.
16. Additional meetings outside of those included noted in the Task list.
17. All other tasks/phases outside of those included in this proposal and all schedule durations outside of those noted above.



CONCLUSION

Please feel free to contact me if you have any questions or comments. We look forward to working with you and continuing to support the City of Salinas.

Sincerely,

A handwritten signature in blue ink, appearing to be 'm' with a flourish.

Maryam Rostami
AIA, LEED AP, NOMA, LFA
Principal, TEF Design

April 1, 2025
BKF No: 20250630



Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

**Subject: 34-40 & 45 Soledad Street, Salinas
Civil Engineering Proposal**

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 34-40 & 45 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to construct affordable housing developments on the 34-40 Soledad Street site (0.5-acres) and the 45 Soledad Street site (~0.15-acres) in the City of Salinas. There is a historically significant building on the 34-40 Soledad Street site that will be maintained, rehabilitated and incorporated into the development. 45 Soledad St is a corner lot that is currently vacant, however, the proposed building will be designed to approximate a previous building that stood on this lot. It is our understanding the affordable housing developments will be packaged and entitled together.

BKF's scope is limited to Civil Engineering services including grading, utility connections, stormwater management programming, fire access, earthwork, and erosion control. These will all be completed to a schematic design level suitable for planning submission and approval for entitlements.

This proposal assumes that public improvements along the project frontages will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals.

BASIS OF DESIGN

Our proposal is based on the following:

1. Concept Renderings by TEF Design, dated March 27th, 2025
2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
4. **Stormwater Programming:** The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet – We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan – topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan – preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan – showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan – BKF will prepare a stormwater control plan.
6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We will also calculate the preliminary earthwork quantities relative to the proposed grading plan. We will summarize these calculations on the preliminary drawings.
7. **Meetings:** BKF has budgeted up to a maximum of sixteen (16) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.



8. **Submittals:** We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** The survey completed by BKF in April 2024 will be utilized for our civil engineering design.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect:** The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning design. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.
- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.



- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- l) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork:** Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.



3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) **Off-Site Improvements:** Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$35,000

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Craig Smith, PE, QSD
Project Manager



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	\$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.

April 1, 2025
BKF No: 20250631



Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

**Subject: 37 Soledad Street, Salinas
Civil Engineering Proposal**

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to rehabilitate an existing National Register listed historic building, the Republic Café at 37 Soledad Street in Salinas. The project will construct additional stories above to create a local museum with affordable housing above.

This proposal assumes that public improvements along the project frontage will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals. These will all be completed to a preliminary level suitable for planning submission and approval for entitlements.

BASIS OF DESIGN

Our proposal is based on the following:

1. Concept Renderings by TEF Design, dated March 27th, 2025
2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
4. **Stormwater Programming:** The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet – We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan – topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan – preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan – showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan – BKF will prepare a stormwater control plan.
6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We assume there will be no earthwork required for this site. We will summarize these calculations on the preliminary drawings.
7. **Meetings:** BKF has budgeted up to a maximum of eight (8) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.



8. **Submittals:** We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** A current design topographic base map at a scale of 1" =20' using ground surveying methods will be provided prior to the start of design. This survey will include the location, rim, and invert of gravity utilities and location only 'dry' utilities within the project area along with evidence of other buried utilities. Please refer to the separate survey proposal dated October 28, 2024 for topographic surveying services at the 37 Soledad Street site.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect:** The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning the DD phase. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.



- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.
- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- l) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork:** Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and



permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.

3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) **Off-Site Improvements:** Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$ 15,400

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Craig Smith, PE, QSD
Project Manager



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	\$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.





April 1, 2025

Lindsey Moder
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: Soledad Street Properties - Entitlements Consulting
40 Soledad Street
Salinas, CA 93901
Job No. 2025.083.00

Dear Lindsey,

We are pleased to submit this proposal to provide structural consultation services for the Soledad Street project in Salinas; thank you for considering Tipping for your team. This proposal is intended to support the entitlement and project planning process currently underway. We are basing this proposal on our discussions with you and your request for a proposal emailed on March 27, 2025, which included conceptual renderings of the proposed project.

We understand that the current phase of the project, covered by this proposal, will develop the plans to a schematic level for 3 separate buildings located on existing parcels at 34-40 Soledad Street, 45 Soledad Street and 37 Soledad Street. We understand that two separate entitlements packages will be submitted for approvals. Package 1 will include the work at 37 Soledad Street. Package 2 will include the work at 34-40 Soledad Street and 45 Soledad Street.

The proposed plans envision the following scope for the various properties:

- **37 Soledad Street:** This is the site of the former Republic Cafe. We have proposed to perform a Historic Structures Report (HSR) as part of a separate agreement with your office. This proposal assumes that the work for the HSR and schematic entitlements design will be distinct and separate scopes under different agreements. The fees associated with this proposal assume that the HSR work under a separate agreement will proceed concurrently. The proposed plans call for the rehabilitation of the existing two-story, wood-framed building, with a possible horizontal or vertical addition to create a mixed-use structure housing a local museum with affordable housing. Our work will be to outline the structural interventions needed to stabilize, seismically strengthen, and reinforce the building frame and foundations to support the new addition.

- 34-40 Soledad Street:** This portion of the project includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing (a new 5 story, podium-type multifamily structure). Our work during this phase will focus on the existing structure (at 38 Soledad) and modifications required to rehabilitate and integrate it with the planned new housing structure. We may provide limited consulting related to the proposed structural assemblies envisioned for the new building, but we understand that significant structural input is not required during this phase of the project for proposed new construction.
- 45 Soledad Street:** This portion of the project is located on a corner lot that is currently cleared. The proposed plans call for a new building that is meant to approximate a previous two story building that existed on this site - with an additional 1 to 3 stories above planned as affordable housing. Our work for this project will be limited to preliminary advice on framing assemblies, foundation considerations, and column grid coordination between the lower and upper structure (which is envisioned to have a setback).

As part of this effort, we will advise on design strategies and structural assemblies, and respond to questions regarding constructibility, cost, and permitting considerations. We will coordinate design concepts with the architectural program and make recommendations as appropriate. We will meet with the design team, as may be necessary, to review and discuss design options and considerations. If geotechnical recommendations are available, we will advise on alternative foundation systems and site considerations. We will make verbal and written recommendations, and provide redline markups or diagrammatic structural sketches, and we will provide a structural narrative if requested. We will not be providing a set of drawings.

We propose to provide basic structural engineering services for the above work for the sum of \$24,500.00, excluding reimbursable expenses. The work will be done in accordance with the enclosed General Conditions. We estimate our fee will be broken down by work on the various properties as follows:

Property	Estimated Fee
37 Soledad	\$8,500.00
34-40 Soledad	\$12,500.00
45 Soledad	\$3,500.00
	<hr/>
	\$24,500.00

Soledad Street Properties - Entitlements Consulting

April 1, 2025

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed.

Please call if you have any questions.

Sincerely,

Accepted:



Marc Steyer, SE, LEED AP
Principal

Signature

Printed Name and Title

Date

25083.wa.odt



Interface Engineering Inc
1999 Harrison Street, Suite 550
Oakland, CA 94612
TEL 415.489.7240
www.interfaceengineering.com

April 2, 2025

Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: 39 Soledad Street and 34-40/45 Soledad Street Entitlements
Professional Services Proposal

Dear Lindsey:

Thank you for the opportunity to provide you with our proposal for the 39 Soledad Street and 34-40/45 Soledad Street Entitlements project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Salinas

Project Location

39 Soledad Street and 34-40/45 Soledad Street
Salinas, CA 93901

Project Description

The scope of this project is to provide Mechanical, Electrical, Plumbing, and Fire Protection consulting services for the entitlements phase for various properties on Soledad Street. Interface will provide guidance for spatial requirements for housing systems and input on utility service sizes and POCs. We will also respond to comments on the entitlements set as required. There will be two packages:

Package One: 34-40 and 45 Soledad Streets

The City would like to package these two sites together to make the project more enticing for a developer.

34-40 Soledad includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing.

45 Soledad is a corner lot. The proposed project is meant to approximate a previous building that existed on this site - with an addition above, also for affordable housing.

Package Two: 37 Soledad Street

This is the site of a National Register listed historic building called the Republic Cafe. The building will be rehabilitated and an addition / stories above will be added to create a local museum with affordable housing above.



Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

Based on RFP/email from Lindsey Moder dated March 27, 2025.

ASSUMPTIONS

Based on information received, we understand that this project:

- Packages will be designed and permitted concurrently.
- Project will not be a high rise.
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

- Entitlements: Approximately 3 months.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

MEETINGS AND DESIGN SITE VISITS

Up to four virtual meetings and conference calls.

DESIGN SUBMITTALS

Entitlements Package (MEPF Space Matrix, Utility Service Markups)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

EXCLUSIONS AND CLARIFICATIONS

1. Design drawings are not included. Interface will provide a Space Matrix in Excel format and PDF markups.
2. Stamping/sealing of design documents by registered engineer are not included.
3. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
4. Life cycle cost analysis for mechanical/electrical systems are not included.
5. Energy modeling is not included.
6. Energy code check of envelope, mechanical, and lighting systems are not included.
7. Investigative site visits are not included.
8. Work associated with public street lighting or power design is not included.
9. Project related services associated with LEED and/or other third-party Green Building Certification.
10. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation are not included.



FEE

Fixed Fee

Project Phase	Mechanical Engineering	Electrical Engineering	Fire/Life Safety	Phase Totals
Entitlements Phase	\$5,000	\$3,500	\$1,000	\$9,500

Total Fee: \$9,500

*Plus reimbursable expenses noted below.

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering Inc (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2025) are:

Senior Principal:	\$375/Hour
Principal:	\$325/Hour
Associate Principal:	\$275/Hour
Associate/Project Manager:	\$260/Hour
Sr. Engineer-Designer:	\$230/Hour
Engineer-Designer:	\$185/Hour
Project Designer-Drafter:	\$165/Hour
Administrative:	\$135/Hour

*Annual rate changes are expected to be 4% per year.



DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind TEF Design. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Wesley Lau, PE, LEED AP
Principal

Hormoz Janssens, PE, LEED AP
Managing Principal

Enclosures: Standard Provisions

COMPANY: TEF Design

CONTACT: _____
Lindsey Moder, AIA, Associate

_____ Date



October 29, 2024, *Revised June 10, 2025*

Grant Leonard
City of Salinas
Planning Manager, Community Development Department
65 West Alisal Street, 2nd Floor
Salinas, CA 93901
grantl@ci.salinas.ca.us

Re: 37 Soledad Street/Republic Cafe - Historic Structures Report, Structural Upgrades and Building Shell Improvements

Dear Grant,

Thank you for this opportunity for TEF Architecture & Interior Design, Inc. (TEF, TEF Design or Design Team) to submit our proposal for architectural design and historic preservation services for improvements to the historic Republic Cafe, located at 37 Soledad Street in Salinas' Chinatown. The overall intent of the project is to establish the building's historic significance and integrity through the preparation of a Historic Structure Report, to understand the financial feasibility of using the property for mixed use and residential uses, and to complete structural upgrades and building shell improvements in order to bring the building to a stable and watertight condition. We understand that this project is categorized as an emergency stabilization and will be exempted from NEPA review requirements prior to the initiation of the project.

DESCRIPTION of SCOPE

The Republic Cafe was designed and constructed in 1942 and owned by the prominent local Salinas Chinatown family of Wallace Ahtye. The building played an important part in the development and business district of Salinas' Chinatown, was listed in the National Register of Historic Places in 2011, and is a State and local landmark. The City of Salinas Community Development Department has recently purchased the building.

Given the extensive disrepair and extreme structural degradation of the building, the City has asked TEF to prepare a Historic Structure Report (HSR). For this effort, TEF will serve as the historical architect and lead the evaluation and report effort. We have invited Gretchen Boyce, architectural historian from Groundwork Planning (GP) and Marc Steyer, Structural Engineer from Tipping Engineers, Inc. to join our team. With limited, specific scopes, these consultants will provide a thorough building evaluation.

The primary focus of this project will be emergency stabilization structural upgrades and repairs to the building shell. Note that a full rehabilitation of the building exterior will occur at a future design phase. The intent of this phase as it pertains to the historical integrity of the building is to secure historic components to the building and to prevent their further degradation.

The base scope of work includes structural upgrades to the historic, two-story, reinforced concrete building. Additional shell improvements will be required to bring the building to a watertight and secure condition, including but not limited to:

- Select minimal demolition (including architectural, structural, plumbing, mechanical and electrical systems) to complete structural upgrades and to ensure safety on site during construction;
- Full roof replacement, including repair or replacement of roof drainage components;
- Temporary securement of architectural components at primary west facade; attachment methods to be designed to not damage historic structure or materials (alternatively, some components



- may require removal and storage until a further design stage;
- Boarding up of existing facade openings (doors and windows);
- Repair of cracks, spalls, additional damage to exterior stucco and concrete exterior walls to watertight condition;
- For the purposes of budgeting, TEF will include fire sprinkler protection of the building in the schematic design costing set. If the Client elects to move forward with a Fire protection system through Construction Documents, a plumbing engineer will be brought on to the team (as an additional service with an added cost) to provide criteria documents for a design-build fire protection system (see Additional Services).
- The project will result in a cold shell structure. The building will not be conditioned, but will have code-required safety lighting and (at the option of the City) may have a fire protection system installed. Emergency lighting will be designed by the contractor on a design-build basis. Interior finishes will include plywood flooring and unfinished gypsum board walls.

In order to complete this work, the building will first be fully documented to generate as-built drawings and a civil site survey to document existing utilities, site topography etc. An existing conditions site analysis is required for both the HSR and upgrade work and will be completed in two separate visits. A summary of the project team, scope, and assumptions are listed below and in the attached Exhibit B: Task & Hours Summary. Any variance from the items outlined below may require a revision to the proposed fees.

PROJECT TEAM & DISCIPLINES

ARCHITECT & PRESERVATION ARCHITECT

TEF Design, 1420 Sutter St., 2nd Flr, San Francisco, CA 94109
Maryam Rostami, Principal and Lindsey Moder, Project Manager and Preservation Architect

ARCHITECTURAL HISTORIAN

Groundwork Preservation LLC, 26445 Cape Horn Rd, Colfax, CA 95713
Gretchen Hilyard Boyce, Principal

STRUCTURAL ENGINEER

Tipping Engineers, 1906 Shattuck Avenue, Berkeley, CA 94704
Marc Steyer, SE, Principal

CIVIL ENGINEER

BKF Engineers, 255 Shoreline Drive, Suite 200, Redwood City, CA 94065
Jonathan Tang, PE, Associate Principal

COST ESTIMATOR

TBD Cost Consultants, 2063 Grant Road, Los Altos, CA 94024
Deo Bhalotia, Principal



PROJECT SCOPE & PHASES

The project scope of work described herein is based on a phone conversation with members of the City's Community Development Department on October 16, 2024.

HISTORIC STRUCTURE REPORT (HSR)

1. Gather and review available building information in preparation for site visit.
2. Attend site visit* to document building conditions photographically and graphically by hand. Our evaluations will:
 - a. Be completed from ground using visual observation only;
 - b. Include evaluation of interior spaces and finish conditions;
 - c. Include evaluation of the roof and roofing components;
 - d. Identify observed and known deferred maintenance, repairs, and required replacements;
 - e. Identify character defining features.

*Project team will require assistance from the City to coordinate a site visit, to remove existing plywood from the building facade to enable visual inspection of all building elevations and access to the building interior, and to provide additional presence on site during the evaluation.

3. Complete research at pre-identified local repositories and online, as needed. (*TEF & GP only*)
4. Attend & facilitate (1) meeting with the City to present findings of team investigation (*TEF & GP only*)
5. Complete report and submit to the City.

Meetings

1. Site Investigation Results Meeting with the City

Deliverable Dates:

1. Historic Structure Report Draft: October, 2025

BUILDING STRUCTURAL UPGRADES AND BUILDING SHELL IMPROVEMENTS

Phase 1: Building Existing Conditions Assessment

1. Initial site visit to:
 - a. Review site survey and grades with Civil Engineer (to occur at HSR site visit);
 - b. Review building deficiencies with structural engineer;
 - c. Take existing conditions measurements to confirm existing drawings;
 - d. Fully document building existing conditions (photographically, in drawings and in words);
 - e. Document existing building systems and service points of connection
2. Prepare base drawings (incorporating existing conditions) using existing drawings** and documented building measurements.
 - a. Architect will document existing MEP systems/ components with the understanding that they will all be demolished back to source for future redesign.
 - b. Structural Engineer to prepare existing conditions drawings to document building structural components.
 - c. Base drawings to include:
 - i. Site Plan (based on Civil Survey)
 - ii. Floor Plans
 - iii. Roof Plan
 - iv. Elevations
 - v. Building Section

****Note:** *TEF has located as-built drawings prepared by The Architecture Company in 2009. A reimbursable cost has been included here to purchase these drawings.*



3. Complete building code analysis. Prepare a memo that identifies code requirements and recommendations as related to current codes and Fire Marshal requirements.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members. Topics to include, but not limited to: Conditions survey findings, and approach to building stabilization.
2. Regulatory Meetings (1 meeting per AHJ):
 - a. Salinas Fire Marshal
 - b. City of Salinas Building Department

Deliverable Dates:

1. As-built drawings: September, 2025
2. Code Memo: September, 2025

Phase 2: Schematic Design

1. Develop and refine demolition and conceptual plans and for the City's consideration, review, and comments. Considerations for the conceptual plan may include:
 - a. Required demolition and/or salvage (including MEP systems)
 - b. Historic elements (interior and exterior) to remain
 - c. Structural Upgrades. SE will prepare two schemes.
2. Consult with AE Team and cost estimator on demolition, structural upgrade schemes, and exterior envelope repairs and document to inform a Project Cost of Work.
 - a. Provide directives on any non-standard or potentially costly repairs for building envelope and/or new design items.
 - b. Review Project Cost of Work with the City, including format, categories and assumptions.
3. Prepare for and present to the Salinas Historic Resources Board. This Presentation will include presentation of both the results of the HSR efforts and endeavor to show that the proposed project work is in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties. (*TEF, Tipping*)
 - a. 1.5-hr in-person presentation (slideshow)
4. Structural Engineer to develop a full scope of services to complete Design Development, Construction Documents, Bidding, and Construction Observation for the Republic Cafe Structural Upgrades following Phase 2 Schematic Design. Please note that Structural Engineer fees provided herein for Phases 3, 4, and 5 are estimated. See Tipping Proposal Exhibit D.

Meetings:

1. Bi-weekly call-in meetings with Owner, Architect and appropriate AE team members. Topics to include, but not limited to: conceptual design review, cost estimate, and presentation to HRB.

Deliverables:

1. Conceptual level building demolition plans.
2. Two conceptual level structural upgrade schemes
3. Conceptual level proposed roof and floor plans, building elevations and building sections annotated with relevant rehabilitation and design work.
4. Cost Estimate
5. HRB Presentation SlideDeck
6. Written Scope of Services to complete Design Development, Construction Documents, Bidding, Construction Observation for the historic Fred Turner Building rehabilitation.



Deliverable Dates:

1. Conceptual Level drawings: Late September, 2025
2. Comments on Cost of Work estimate: October, 2025

Phase 3: 90% Construction Document for Building Permit and Pricing

1. Advance design documentation to 90% Construction Documents* and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings and Specifications shall be sufficient for construction of the project.
 - b. Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
2. Update project construction cost estimate and review with the City.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. PDF of Permit Submittal Construction Documents (drawings, technical specifications in CSI format Division 2 through 32, structural calculations) for Building Permit. PDF of 100% Submittal Construction Documents for Building Permit:
 - a. Drawings to include:
 - i. Title and building code summary sheets;
 - ii. Site plan
 - iii. Demolition basement, first floor and roof plans, and demolition elevations/sections;
 - iv. Floor plans;
 - v. Building elevations and sections – elevations to include facade repair notes;
 - vi. Exterior repair details;
 - vii. Structural Foundation and framing plans, and structural details;
 - b. Technical specifications in CSI format Division 2 through 32;
 - i. Division 1 specifications pertaining to historic preservation requirements only;
 - c. Structural calculations
2. Appropriate Division 1 specifications pertaining to historic preservation treatment plans, selective demolition, and building monitoring.
3. Ten copies of Construction Documents for Bidding and make available "camera-ready" PDF copies

Deliverables Date:

1. Building Permit Set Submittal: January, 2026

Needed from the City:

1. The City shall provide "front-end" specifications of Project Manual including Instruction to Bidders, Contract, General Conditions and Division 1.

Phase 4: Conformed Set (100% Construction Documents)

1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.



Meetings:

1. Up to two (2) meetings with Permit Service Center
2. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. Building Permit Set Resubmittal including Building Department permit comment responses

Deliverable Dates:

1. Building Permit Set Resubmittal: TBD.
2. 100% Submittal Construction Documents: TBD

Phase 5: Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project. The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the project, including errors.
2. Lead the design team and coordinate with the contractor and the City during construction.
 - a. Review General Contractor's Construction Schedule.
 - b. Response to field inquiries and RFI's – Assume 20 RFIs
 - c. Create Architect's Construction sketches – Assume 10 ASKs and 30 per each consultant
 - d. Review submittals and coordination of reviews by the City – Assume 10 submittals plus (1) resubmittal per each submittal
 - e. Develop and issue Supplemental Instructions – Assume 10 ASIs
 - f. Review change order proposals and change orders prepared by others.(up to 15)
 - g. Review contractor pay applications (assume 12)
 - h. Attend monthly project construction meetings. (GC to lead meetings and issue minutes.)
 - i. Perform quality-assurance/field observation walks following regularly scheduled project meetings, and prepare site observation reports – assume 6 reports
 - j. Coordinate code-related changes to the project with the City.
3. Manage the Design Team's final review and punch list efforts
 - a. Coordinate the design team and perform punch list walks, and issue in writing to GC the observations or corrections required for inclusion in punch list – assume 2 punch lists
 - i. Conduct two rounds of on-site review.
 - ii. Approve completed punch list.

Meetings:

1. On-site Construction meetings – 6, bi-monthly
2. Telephone Construction meetings- 24, every other week except for on-site per above
3. Two site walks total for punch list

Schedule Estimate

1. Construction and construction close-out duration assumed 12 months



ADDITIONAL SERVICES

The Additional Services listed below are not included in the Basic Services but may be required for the Project.

1. Drone Services: Fee to hire drone services for additional photos of the building. See Spaur Group Proposal Exhibit H.
2. Prepare and manage team development of as-built drawings.
 - a. Review GC's as-built drawings for architectural, civil, landscape, structural, plumbing, mechanical, electrical and lighting, and coordinate effort to deliver a complete Record Set for the project.
3. Structural Engineering for Phases 3 through 5: Scope & fee clarifications based on scope determined in Phase 2: Schematic Design. See Tipping Proposal Exhibit D.
4. Fire Protection System: Coordination & plumbing engineering services for design-build criteria documents

ASSUMPTIONS

1. Project drawings will be generated in Revit. Delivery of AutoCAD to the City may be requested but no specific CAD standards are required.
2. Civil Site Survey will be prepared in CAD and shared with the City in native format. No specific CAD standards are required.
3. All work shall comply with current codes.
4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.
5. See Exhibit A for the proposed project schedule.
6. The following are the responsibility of the City:
 - a. Geotechnical investigation and report including foundation design recommendations and seismic site.
 - b. Pest and termite inspection and report.
 - c. Hazardous materials investigation and report. The Architect and our Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to, hazardous materials or toxic substances in any form at the project site.
 - d. Destructive testing.
 - e. Permit submittal costs

EXCLUSIONS

GENERAL

1. Work related to the investigation or handling of Hazardous Materials
2. Materials testing and inspections or selective demolition
3. Geotechnical Investigations
4. Design or installation of building security systems
5. Generation of multiple conceptual design plans and multiple and additional revisions/iterations of conceptual and schematic design plans.
6. Meetings and presentations additional to those listed in Scope of Services.
7. Overall project management, including overall project and construction schedule, project budget and project bidding process.
8. Presentation drawings and renderings (of elevations, floor plans and 3-D views), and physical and computerized models (hard copy and/or digital) for the City's use.



9. Phasing plans and strategy.
10. Environmental review, documentation, coordination or completion of required mitigation measures required by Salinas Planning Department, California Environmental Quality Act (CEQA), or National Environmental Protection Act (NEPA) may be completed as an additional service to this proposal.
11. Not responsible for tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
12. Not responsible for all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.
13. Energy, comfort (temperature) and thermal computational modeling and related graphic imagery.
14. LEED or any other sustainable design program documentation and submittal for certification..
15. Redraw or redesign due to unforeseen conditions – including unknown site conditions, impact of surrounding project (as identified by City's approval process), unpredictability of bid climate and escalating construction cost.
16. Emergency generator.
17. Renewable energy such as photovoltaic arrays and systems.
18. Front End Documents including the following typically included in a Project Manual: Introductory Information, Bidding Requirements, Instructions to Bidders, Contracting Requirements, Division 1 and Division 2 of the Specifications Sections
19. Special documentation of additive or deductive bid alternates in Construction Documents.
20. Review of bidders' pre-qualifications.
21. Construction means and methods.

CONSTRUCTION ADMINISTRATION

1. Meetings and presentations additional to those listed in Scope of Services
2. Overall project management and construction management, including overall project and construction schedule, project budget, bidding process and direction to selected general contractor
3. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures, or temporary support of building elements during construction.
4. Continuous and/or detailed inspections of construction including Special Inspections as defined in Section 1704 of the California Building Code.
5. Special construction and inspections – Typically conducted by the City's engineering testing laboratory.
6. Submittal list – Typically prepared by the General Contractor.
7. Construction administration services beyond 12 months
8. Additional RFI or Submittal review beyond the assumptions listed above
9. Prepare Requests for Proposal (RFP)
10. Review proposals prepared by General Contractor



FEE SUMMARY

The proposed fees are lump sum figures, as follows:

HSR Fee Summary	
TEF Design (Historical Architect)	\$47,337.00
Groundwork Planning (Architectural Historian)	\$23,824.19
Tipping Structural Engineers (Structural)	\$5,250.00
TOTAL	\$76,411.19

Structural Upgrades Fee Summary		
TEF Design (Historical Architect)	\$166,913.92	
Tipping Structural Engineers (Structural)	\$10,250.00	(excludes Phases 3-5)
BKF Engineers (Civil)	\$8,250.00	
TBD Consultants (Cost Estimate)	\$41,360.00	
TOTAL	\$226,773.92	

A breakdown of the team proposed fees can be found in the attached Exhibits C, D, E, and F. Fees will be invoiced on a monthly basis on percentage of completion. Reimbursable expenses will be invoiced monthly. Additional services will be performed only upon your written authorization, should they be requested. Please note that the structural engineering fees provided for Phases 3, 4 & 5 of the Building Structural Upgrades & Building Shell Improvement phases are estimates. Any additional scope that is determined during Phase 2 will be proposed as an additional service.

Additional Services

Drone Services (See Exhibit G) \$488.58

CONCLUSION

Please feel free to contact me if you have any questions or comments. If you agree with the terms of this proposal, please sign below. We are excited to continue supporting the City of Salinas with this project.

Sincerely,

Maryam Rostami, AIA, LEED AP, NOMA, LFA
Principal

Douglas Tom, FAIA, LEED AP
Founding Principal

Agreed by Date



Attachments:

- Exhibit A - Proposed Project Schedule
- Exhibit B - Task & Hours Summary: Architectural, dated 28, October 2024
- Exhibit C - GroundWork Preservation Proposal
- Exhibit D - Tipping Engineers Proposal
- Exhibit E - BKF Engineering Proposal
- Exhibit F - TBD Consultants Proposal
- Exhibit G - Spaur Group Proposal

EXHIBIT B

10/29/24

TEF Design
37 Soledad Street HSR and Structural Upgrades
City of Salinas
TASK & HOURS SUMMARY: Design Team Summary

HSR Fee Summary	
TEF Design (Historical Architect)	\$47,337.00
Groundwork Planning (Architectural Historian)	\$23,824.19
Tipping Structural Engineers (Structural)	\$5,250.00
TOTAL	\$76,411.19

Structural Upgrades Fee Summary	
TEF Design (Historical Architect)	\$166,913.92
Tipping Structural Engineers (Structural)	\$10,250.00 (excludes Phases 3-5)
BKF Engineers (Civil)	\$8,250.00
TBD Consultants (Cost Estimate)	\$41,360.00
TOTAL	\$226,773.92

Financial Feasibility Analysis	
EPS Inc (Market Study)	\$12,500.00
TOTAL	\$12,500.00

Additional Services	
Drone Services	\$488.58

BASIC SERVICES		FIRM			
HSR Tasks		TEF Design (Historical Architect)	Tipping Engineers (Structural Engineer)	Groundwork Planning (Architectural Historian)	Total
1.0	Gather and review available information	\$530.00	\$1,000.00	\$2,240.00	\$3,770.00
2.0	Attend Site Visit	\$4,680.00	\$1,000.00	\$3,180.00	\$8,860.00
3.0	Complete Research	\$670.00	-	\$3,180.00	\$3,850.00
4.0	Present Findings to Client	\$670.00	-	\$560.00	\$1,230.00
5.0	Complete and submit report	\$38,260.00	\$3,000.00	\$14,100.00	\$55,360.00
6.0	Project Management	\$2,000.00	-	-	\$2,000.00
	Reimbursable Expenses	\$527.00	\$250.00	\$564.19	\$1,341.19
	TOTAL				\$76,411.19

BASIC SERVICES		FIRM				
Structural Upgrade Tasks		TEF Design (Historical Architect)	Tipping Engineers (Structural Engineer)	BKF Engineers (Civil Engineer)	TBD Consultants (Cost Estimate)	Total
Phase 1: Building Existing Conditions Assessment (3 weeks)						
1.1	Attend Site visit	\$3,120	\$1,000	\$500	-	\$4,620.00
1.2	Prepare Existing Conditions Drawings	\$7,600	\$2,000	-	-	\$9,600.00
1.3	Building Code Analysis	\$1,840	-	-	-	\$1,840.00
1.4	Bi-weekly Project Meetings (1)	\$750	-	-	-	\$750.00
1.5	Project Management	\$2,000	-	-	-	\$2,000.00
	Task 1 Sub-Total					\$18,810.00
Phase 2: Schematic Design (3 weeks)						
2.1	Develop Schematic Design Drawings	\$7,200	\$7,000	\$7,500	-	\$21,700.00
2.2	Cost Estimate Coordination	\$1,840	-	-	\$18,800	\$20,640.00
2.3	Prepare for HRB Presentation	\$2,400	-	-	-	\$2,400.00
2.4	Attend HRB Presentation	\$3,360	-	-	-	\$3,360.00
2.5	Bi Weekly Project Meetings (4)	\$3,000	-	-	-	\$3,000.00
2.6	Project Management + QC	\$2,000	-	-	-	\$2,000.00
	Task 2 Sub-Total					\$53,100.00
Phase 3: 90% Construction Documents (10 weeks)						
3.1	Develop Construction Documents	\$19,400	-	-	-	\$19,400.00
3.2	Develop Technical Specifications	\$13,600	-	-	-	\$13,600.00
3.3	Update Construction Cost Estimate	\$2,120	-	-	\$22,560	\$24,680.00
3.4	Prepare Permit submission to City	\$650	-	-	-	\$650.00
3.5	Bi-weekly Project Meetings (8)	\$4,080	-	-	-	\$4,080.00
3.6	Project Management + QC	\$2,040	-	-	-	\$2,040.00
	Task 3 Sub-Total					\$64,450.00
Phase 4: Conformed Set (100% Construction Documents) (3 weeks)						
4.1	Respond to City Questions/ attend meeting with review staff (virtual)	\$3,040	-	-	-	\$3,040.00
4.2	Revise Drawings	\$3,480	-	-	-	\$3,480.00
4.3	Revise Specifications	\$4,080	-	-	-	\$4,080.00
4.4	Bi-weekly Project meetings (4)	\$2,040	-	-	-	\$2,040.00
4.5	Project Management	\$1,360	-	-	-	\$1,360.00
	Task 4 Sub-Total					\$14,000.00
Phase 5: Construction Administration and Project Close-out (assume 12 month construction duration)						
5.1	Review GC Schedule	\$1,240	-	-	-	\$1,240.00
5.2	Respond to RFIs (up to 20)	\$11,800	-	-	-	\$11,800.00
5.3	ASKs (up to 10)	\$5,900	-	-	-	\$5,900.00
5.4	Submittal Review (up to 10)	\$7,300	-	-	-	\$7,300.00
5.5	ASIs (up to 10)	\$7,300	-	-	-	\$7,300.00
5.6	Change Order review (up to 15)	\$6,750	-	-	-	\$6,750.00
5.7	Contractor Pay Application Reviews (up to 12)	\$3,400	-	-	-	\$3,400.00
5.8	OAC Meetings - virtual (24)	\$7,440	-	-	-	\$7,440.00
5.9	Site Walks (6)	\$16,560	-	-	-	\$16,560.00
5.1	Punch walk and write up (2)	\$5,860	-	-	-	\$5,860.00
	Task 5 Sub-Total					\$73,550.00
	Reimbursable Expenses	\$2,363.92	\$250.00	\$250.00	\$0.00	\$2,863.92
	TOTAL					\$226,773.92

EXHIBIT C

Project Name: Historic Structure Report, 37 Soledad Street, Salinas, CA



Date: October 22, 2024

Prepared By: Gretchen Hilyard Boyce, Groundwork Preservation, LLC

Prepared For: Lindsey Moder, TEF Architects

			Task 1: Background Review		Task 2: Site Visit/Research		Task 3: Final HSR		Totals		Notes	
Title	Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Labor			
Principal	\$190.00	Hour	8	\$1,520.00	24	\$4,560.00	62	\$11,780.00	94	\$ 17,860.00	Task 2: Assumes 2 staff for 1 day site visit including travel time. Task 3: Includes up to 2 hours of meetings with client to discuss findings.	
Associate Cultural Resources Historian	\$90.00	Hour	8	\$720.00	20	\$1,800.00	32	\$2,880.00	60	\$ 5,400.00		
									Total	\$ 23,260.00		
											Expenses	
Expense	Description	Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	
Mileage (1 site visit, round trip to site from Colfax, CA = 500 miles)	Federal Rate	\$0.670	Mile			470	\$314.90			470	\$314.90	
Per Diem (meals)	Daily Rate (Monterey County)	\$74.00	Day			2	\$148.00			2	\$148.00	
Research Fees		\$50.00	Flat rate			1	\$50.00			1	\$50.00	
10% Markup					\$0.00		\$51.29		\$0.00	0	\$51.29	
									Total	\$564.19		
Assumptions				Task 1: Background Review	Task 2: Site Visit/Research	Task 3: Final HSR	Totals					
1 Electronic deliverables only, no printing.				Total Direct Labor	\$2,240.00	\$6,360.00	\$14,660.00	\$23,260.00				
2 No rounds of review and comment from client.				Total Expenses	\$0.00	\$564.19	\$0.00	\$564.19				
3 Site visits are inclusive of travel time.				Total Project Cost	\$2,240.00	\$6,924.19	\$14,660.00	\$23,824.19				

EXHIBIT D



October 28, 2024

Maryam Rostami
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization
37 Soledad Street
Salinas, CA 93901
Job No. 2024.294.00

Dear Maryam,

Thank you for considering Tipping for the proposed stabilization and retrofit of 37-39 Soledad Street in the historic Chinatown district of Salinas. We are delighted to work with you on this important renovation.

We have based our proposal on the scope of work described in an email from TEF Design, dated October 21, 2024 and a Market Value Appraisal Report by Pacific Appraisers dated November 22, 2022. We understand the property is part of the Chinatown Revitalization Project Plan by the City of Salinas and will ideally be preserved and improved as a cultural heritage site. The buildings are currently in poor condition, requiring stabilization. From our conversations with you, we understand that the City wishes to pursue construction of a seismic retrofit scheme as an integral part of the building stabilization, in anticipation of future improvements and use of the site.

The existing site includes two adjoining buildings constructed in 1942, each two-stories tall and totaling approximately 9,431 square feet of interior space. 37 Soledad Street, also known as the Republic Cafe, is on the National Register of Historic Places and recognized by the State of California as a historic building. A fire in October of 2022, along with much deferred maintenance, has rendered the wood-framed buildings uninhabitable.

PROJECT GOALS

As the building has been damaged by fire and neglect, and noting the historic nature of this building, the first goal is to document the existing condition of the building in a Historic Structure Report (HSR).

Following that effort, the goal will be to present options for stabilization and retrofit for future occupancy. Given that seismic renovation scope and construction costs typically vary, we understand that you will rely on Tipping providing good information and insight early in the process to inform the

team's critical decision making. We anticipate that the retrofit work would consist primarily of new seismic shear walls or frames (likely at or near the front facade), possible plywood diaphragm strengthening, out of plane concrete wall to framing connections, and other localized measures to ensure the overall stability of the building and mitigate falling hazards.

Given the uncertainty related to the required retrofit scope, this proposal specifically covers the initial seismic evaluation and schematic design phase in which a scope of structural improvements necessary to meet the client goals will be created. This scope defined in schematic design drawings will serve as the basis for future phases of the project.

SCOPE OF STRUCTURAL ENGINEERING SERVICES

The Basic Services for which Tipping Structural Engineers is responsible include the analysis, design, and documentation for the seismic improvements described above. The following is a summary of the services that we will provide through the different phases of the project. Please note that as mentioned above, the scope of this proposal is only for the initial Evaluation / Scope Definition / Schematic Design phase; however, we have outlined the expected scope of future phases (which would be part of a modified or new agreement) for your reference.

Evaluation / Schematic Design / Scope Definition

- Meet with project team to coordinate the work.
- Review any existing structural drawings, geotechnical reports, or other documents made available to us.
- Make one site visit to identify and confirm the configuration of the existing structural systems and observe details of existing construction.
- Define a limited testing program to expose, measure, and document a small sampling of existing structural elements, as necessary, to be performed by an owner-retained contractor or testing laboratory.
- Perform a formal seismic assessment of the building and identify the deficiencies that need to be addressed.
- Document existing conditions for inclusion in the HSR.
- Issue a preliminary set of seismic retrofit plans, including up to 2 options, for budgeting and planning.

Construction Documents

- Meet with project team to coordinate and deliver the work.
- Perform engineering analysis and detailed design of seismic improvements to address noted deficiencies.
- Establish testing and inspection requirements for all structural materials and workmanship.
- Prepare complete drawings, specifications, and calculations for permitting, bidding, and construction of the project.

Approvals and Bidding

- Respond to plan check comments and revise plans as necessary.
- Advise and consult with client and architect during the solicitation and evaluation of contractor bids
- Issue final construction documents and addenda for construction.

Construction Administration

- Attend a pre-construction conference to answer questions about design intent or interpretation of the documents, and to examine the contractor's understanding of the project and its requirements.
- Review fabrication drawings and construction submittals for overall compliance with the structural portion of the contract documents. We assume a single round of review of complete, coordinated, and timely submittal packages that are reviewed and approved by the contractor prior to review by our office.
- Review inspection and test reports for items detailed on the structural drawings or called out in the specifications. Take necessary action on reports indicating non-conforming items. This excludes significant design revisions that may result from non-conformance with and deviations from the contract documents.
- Respond to questions from the client and/or special inspector regarding interpretation of the structural portion of the contract documents.
- Respond to contractor RFIs. This excludes redesign effort or significant changes to the approved plans due to contractor's means and methods or requests for substitution. This also excludes the design of repair or remediation measures for damaged or inadequately performed work.

37-39 Soledad Street Stabilization

October 28, 2024

- Visit the construction site at appropriate times to observe the progress of construction and its general conformance to structural drawings and specifications. We estimate that the project would include up to three (3) site visits during construction for periodic structural observation. This excludes site visits for inspection, field coordination, troubleshooting, repair or remediation of damaged or inadequately performed work, and quality control efforts.
- Prepare a record set of drawings.

EVALUATION / SCOPE DEFINITION / SCHEMATIC DESIGN: FEE

We propose to provide basic structural engineering services for the initial Evaluation / Scope Definition / Schematic Design Phase of the project for the fixed sum of \$14,000.

ESTIMATED DESIGN FEES FOR FUTURE PHASES

Assuming the project proceeds with a scope of improvements outlined in our initial evaluation / schematic design phase, we would provide the scope of services outlined above for Construction Documents, Approvals and Bidding, and Construction Administration phases. In order for the client to make initial budgeting plans, we have been asked to provide a rough estimate of fees for these phases at this time. Below are these estimates, to be used for planning purposes only. Given the lack of scope definition, we emphasize that they are to be considered preliminary estimates that may change as the project develops.

Phase	Estimated Fee Range
Construction Documents	\$16,000 - \$34,000
Approvals and Bidding	\$2,500 - \$5,000
Construction Administration	\$12,000 - \$26,000

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed. Again, thank you for considering Tipping as part of your team for this project. We look forward to working with you. Please do not hesitate to contact us if you have any questions.

37-39 Soledad Street Stabilization

October 28, 2024

Sincerely,



Marc Steyer, SE, LEED AP
Principal

24294.wa.odt

Accepted:

Signature

Printed Name and Title

Date

EXHIBIT E

October 28, 2024
BKF No. 20242143



Ms. Maryam Rostami
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109
Transmitted Via Email: maryam@tefarch.com

**Subject: 37 Soledad Street, Salinas
Land Surveying Proposal**

Dear Maryam:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services and determined a level of effort fee for each task.

SCOPE OF SERVICES

TASK 1: SITE MEETING

1. Existing Conditions Review: BKF will attend one (1) site meeting with the team to review the existing site constraints and conditions. We will note any potential challenges to development and confirm our scope of survey services to support the project. This task is will be performed in conjunction with the 45 Soledad Street site meeting.

TASK 2: TOPOGRAPHIC AND BOUNDARY SURVEY (37 SOLEDAD)

1. Establishment of Project Survey Control: BKF will perform a Control Survey and establish project control. Horizontal control will be based on California Coordinates System of 1983 (CCS83) relative to California Spatial Reference Network by static GPS observation. Vertical coordinates will be relative to the North American Vertical Datum of 1988 (NAVD88). BKF will establish suitable off-site survey control for use during the preparation of the topographic survey. Permanent control points such as mag nails with washers and cut crosses will be set at the project site as aerial survey targets. BKF will set the topographic survey control points, which will be located outside the project site and will be used by our sub-consultant as control for the initial base mapping.
2. Boundary Analysis: BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.
3. Topographic Field Survey: Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:

- a. Terrestrial Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey will be the subject property and the improved width of roadways along the property frontage. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
- b. Utilities - Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. The basic routing, inverts and orientation of the on-site gravity utilities will be identified based on field evidence and any available plans provided if to BKF prior to commencement of the survey. If as-built drawings are not provided or are inconclusive when compared to the field evidence, only data at the dipped structures will be provided.
- c. Utility Locating - BKF's in-house utility locators will perform utility investigation services using standard industry acceptable methods as per California Government Code section 4216 to determine the approximate horizontal position and depth of *detectable* subsurface utilities within the designated area (see attached Limits of Work). BKF's field crews will use a combination of water-based paint and pin flags to mark the results of our investigation on the ground surface. BKF crews may opt to use the Ground Penetrating Radar (GPR), if the soil conditions will return a good signal to attempt to locate water lines and other utility lines with no tracer wires. Individual field conditions will dictate the thoroughness of our subsurface utility investigation. BKF will perform a reasonable effort to determine the location of the existing underground utility lines; however, due to technical limitations of today's most modern equipment, no guarantee (expressed or implied) can be made. Irrigation lines, empty conduits, and abandoned utilities will not be located. Potholing and excavation are specifically excluded on this proposal. This scope of work does not include clearing areas for geotechnical boring, soil sampling, and drilling operations.
- d. Mapping - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.
 - 1) The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.
 - 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
 - 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

Note: Record of Survey

State law requires that the Surveyor of record performing the boundary resolution file a record of survey with the County if a map is not prepared as part of the project. As this project may anticipate pursuing a Tentative Parcel and Final Parcel Map for Condominium Purposes, we have currently excluded fee for this task in our scope of services. If a determination is made to eliminate pursuing filing of a map as part of the final permitting process BKF will be required to prepare and file a record of survey with the County at the expense of the owner. Recordation fees are not included in our proposal.



SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

- 1) Basis of Design and Site Information
 - a) Topographic Survey: Proposal assumes field survey will be completed for 37 and 45 Soledad Street sites concurrently. Separate mobilizations to survey each site independently will be an additional service.
 - b) Title Report: A current title report for the property will be provided by the owner.
 - c) Potholing: Potholing services are not included in this proposal unless specifically identified.

COMPENSATION

1. BASE SCOPE OF WORK:

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Site Meeting	\$500
2	Topographic and Boundary Survey (37 Soledad)	\$7,500
Total Labor Fee		\$8,000

In addition, please budget \$250 for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6306 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2024

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager Senior Technical Manager	\$265.00
Project Manager Technical Manager	\$260.00
Engineering Manager Surveying Manager Planning Manager	\$239.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$222.00
Project Engineer Project Surveyor Project Planner	\$195.00
Design Engineer Staff Surveyor Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III, IV	\$162.00 - \$172.00 - \$189.00 - \$203.00
Drafter I, II, III, IV	\$127.00 - \$139.00 - \$150.00 - \$167.00
Engineering Assistant Surveying Assistant Planning Assistant	\$106.00
FIELD SURVEYING	
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
PROJECT ADMINISTRATION	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical Administrative Assistant	\$90.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



EXHIBIT F



2063 Grant Rd.
Los Altos, CA, 94024
Tel: 415.981.9430

Our ref.: DB

October 28th, 2024

Maryam Rostami
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: Fee Proposal – Cost Estimating Services
37 Soledad Street Café Building

Dear Maryam,

Further to your email, we are pleased to offer Cost Estimating services for the above project.

Scope of Services

We understand the scope of our services is to prepare an opinion of probable cost for the City of Salinas Soledad Street Café Building; we understand this project involves structural upgrades to the historic, two-story, reinforced concrete building

The opinion of probable cost will be at the Schematic and Construction Documents of design.

The estimate will be based on the measurements of quantities from the drawings with composite unit rates reflecting the scope of work and the current market conditions. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. No bids or third-party opinions will be obtained without prior approval from the client.

We have included time required to review and discuss our cost estimate with the Design Team and for incorporating any requested revision to the estimate as a result of the Design Team review. We have excluded any time required to reconcile our estimate with another cost estimate prepared by others. We have also excluded time required to attend any meetings or any Value Engineering cost services from this proposal. Should additional work be required, our standard hourly rate of \$235 per hour will apply.



Fees

We propose to provide the above services based on the following budget NTE Fees –

90% SD Cost Estimate (80 hrs @ \$235/hr.)	\$ 18,800
100% CD Cost Estimate (96 hrs @235/hr.)	\$ 22,560
Total Not to Exceed Fees	\$41,360

We assume no alternates or options.

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Francisco Bay Area, any such travel costs as incurred will be billed separately.

Payment and Terms

We will issue a monthly invoice. Payment will be due thirty (30) calendar days.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Deo Bhalotia.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of TEF Design

Deo Bhalotia
Associate Principal

Accepted by: _____

Date: _____

Title: _____



EXHIBIT G ESTIMATE

Spaur Group
988 Easton Ave
San Bruno, CA 94066

paul@spaurgroup.com
+1 (510) 559-0856
www.spaurgroup.com



Bill to

TEF Design
1420 Sutter St, 2nd Floor
San Francisco, CA 94109

Estimate details

Estimate no.: 1008
Estimate date: 10/29/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aerial Photography	Aerial photography and imagery processing: nadir, oblique, and/or 360 imaging.	2.25	\$200.00	\$450.00
2.		Travel		192	\$0.65	\$124.80

Subtotal \$574.80

Discount 15% -\$86.22

Total \$488.58

Note to customer

Aerial photography of buildings at 37 Salinas st Salinas, CA. Imagery to show current conditions of building roof and will consist of 10-15 photos from mostly top down perspective, and including 360 panoramic images from corners of building. Images will include metadata of GPS location and orientation of images.

Price includes introductory discount.

Thank you for your business!

Accepted date

Accepted by

**AGREEMENT —AMENDMENT NO. [3] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [3] to the Professional Services Agreement (the “Amendment”) is entered into this 28th day of October 2025, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective July 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34-38 37-39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed amount to \$736,560.00; and

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

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

TERMS

1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached and incorporated by reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$840,889.00.
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

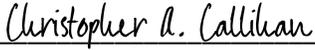
Signed by:



Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:



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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



Printed name: Maryam Rostami

Title: Principal



Additional Services Request #3: 37-39 Soledad Street, Additional Research & As-Built Services

From: Maryam Rostami
TEF Architecture & Interior Design, Inc
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

ASR No.: 03
Project No.: 22377.03

Project: 37-39 Soledad Street HSR & Emergency Stabilization Client: Grant Leonard
City of Salinas

Date: ~~September 02, 2025~~ Revised September 04, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

1. Additional Research to evaluate 39 Soledad Street for Historical Significance
(by Groundwork Preservation)
 - a. Targeted Archival Research
 - b. Development of Additional site history and context
 - c. Update CPHR/HRHP evaluation

2. As-Built Documentation of 39 Soledad Street
(by TEF Design)
 - ~~a. Additional site visit to building to document existing conditions measurements~~
 - b. Update of existing Revit model of the building.

A detailed breakdown of each discipline’s services scope are included in attached fee documents.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

Groundwork Preservation	\$6,000.00
TEF	<u>\$1,960.00</u>
TOTAL	\$7,960.00

Estimated Reimbursables: \$293

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:

Client:

Signed by:

49009F9374B0488...
Agreed by City Manager

Date 10/30/2025 | 2:03 PM PDT

Architect:

A blue handwritten signature consisting of a stylized 'm' followed by a small dot.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.
4 Sep 2025
Date

TEF Design
 37 Soledad Street HSR and Structural Upgrades
 Additional Services Request 3
 City of Salinas
 TASK & HOURS SUMMARY: Design Team Summary

09/02/25 Revised 09/04/25

SCOPE of SERVICES

HSR TASKS		HOURS & FEES										
		Principal	Rate	Project	Rate	Project	Rate	Arch	Rate	Clerical	Rate	Total
			\$350	Manager	\$250	Arch.	\$170	Staff	\$140	Staff	\$110	Fee
1.0	Update Revit Model	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960
	Sub-Total	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960

Project Name: Historic Structure Report, 37-39 Soledad Street, Salinas, CA - Addendum 1

Date: August 27, 2025

Prepared By: Gretchen Hilyard Boyce, Groundwork Preservation, LLC

Prepared For: Lindsey Moder, TEF Architects



					Totals		Notes	
					Labor		Task 4 includes targeted archival research, development of additional site history and context, and updated CRHR/NRHP evaluation to include 39 Soledad and Criterion C/3 significance.	
Title	Rate	Unit	Qty	Cost	Qty	Cost		
Principal	\$190.00	Hour	24	\$4,560.00	24	\$ 4,560.00		
Associate Cultural Resources Historian	\$90.00	Hour	16	\$1,440.00	16	\$ 1,440.00		
					Total	\$ 6,000.00		
								Expenses
Expense	Description	Rate	Unit	Qty	Cost	Qty		Cost
Mileage (1 site visit, round trip to site from Colfax, CA = 500 miles)	Federal Rate	\$0.670	Mile			0		\$0.00
Per Diem (meals)	Daily Rate (Monterey County)	\$74.00	Day			0		\$0.00
Research Fees		\$50.00	Flat rate			0		\$0.00
10% Markup					\$0.00	0	\$0.00	
					Total	\$0.00		
					Task 4: Research and Significance Evaluation for 39 Soledad		Totals	
Assumptions				Total Direct Labor	\$6,000.00	\$6,000.00		
1 Electronic deliverables only, no printing.				Total Expenses	\$0.00	\$0.00		
2 No rounds of review and comment from client.				Total Project Cost	\$6,000.00	\$6,000.00		
3 Site visits are inclusive of travel time.								



Additional Services Request #4: 37-39 Soledad Street, Concept Design for 39 Soledad Street

From: Maryam Rostami
TEF Architecture & Interior Design, Inc
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

ASR No.: 04
Project No.: 22377.05

Project: 37-39 Soledad Street Concept Design and Entitlements Package

Client: Grant Leonard
City of Salinas

Date: September 19, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

Task 1: Additional work to develop a conceptual design and stakeholder engagement for 39 Soledad Street

- a. Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- b. Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- c. Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Additional work to proceed through Schematic Design (SD) for 39 Soledad Street

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Additional work to prepare Entitlements Packages for 39 Soledad and respond to comments, revise drawings

- Deliverables: Entitlements Package (2 packages)
- Duration: 6 weeks

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

TEF \$34,073.00

Estimated Reimbursables: \$613

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:

Client:

Architect:

Signed by:

Rene Mendez

49000F0344B6488...

Agreed by City Manager

A handwritten signature in blue ink, appearing to be 'm' with a dot above it.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal

TEF Architecture & Interior Design, Inc.

19 Sep 2025

Date

Date 10/30/2025 | 2:03 PM PDT



Additional Services Request #5: 37-39 Soledad Street Structural Stabilization, Structural effort for Construction Documents and Construction Administration

From: Maryam Rostami
 TEF Architecture & Interior Design, Inc
 1420 Sutter Street, 2nd Floor
 San Francisco, CA 94109

ASR No.: 05
 Project No.: 22377.03

Project: 37-39 Soledad Street HSR and Emergency Stabilization

Client: Grant Leonard
 City of Salinas

Date: September 19, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design and their consultant, Tipping Engineers, is requesting additional fees pursuant to additional work required to complete this project, including the items listed below, completed by both TEF and Tipping Engineers.

Scope of Work

The scope of services included in this proposal includes:

90% Construction Document for Building Permit and Pricing

1. Advance design documentation to 90% Construction Documents and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings, Specifications, and structural calculations shall be sufficient for construction of the project.
 - b. Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
2. Update project construction cost estimate and review with the City.

Phase 4: Conformed Set (100% Construction Documents)

1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.

Phase 5: Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

Tipping Engineers	\$58,000.00
TEF	<u>\$2,640.00</u>
TOTAL	\$60,640.00



Estimated Reimbursables: \$750

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.

Agreed by:

Client:

Signed by:

49009F934480488...
Agreed by City Manager

Date 10/30/2025 | 2:03 PM PDT

Architect:

A blue handwritten signature consisting of a stylized 'm' followed by a small dot.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.
19 Sep 2025
Date



September 10, 2025

Maryam Rostami
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization - ASR#1 - CD-CA
Salinas, CA
Job No. 2024.294.00

Dear Maryam,

We are pleased to provide this proposal for additional services for the 37-39 Soledad Street Stabilization project. This proposal covers tasks and deliverables that are outside the scope of structural engineering services included in our original work agreement, dated August 18, 2025.

This additional services request is necessary to incorporate the design drawings, approvals and construction administration services associated with the implementation of structural stabilization measures identified as part of base scope of work in the August 18, 2025 agreement.

After visiting the site, reviewing relevant documents, drawings, and reports, and discussing the project goals with you and the client, we have identified a scope of recommended structural stabilization measures. We understand that due to funding requirements, the client now intends to complete the construction of the stabilization scope by March of 2026. As such, the design of this work is now proceeding on a faster track than originally anticipated.

The structural scope of stabilization work will include the following:

- Addition of wall to floor out-of-plane anchors at the second floor of both 37 and 39 Soledad (these were previously added at the roof level of 37 Soledad)
- Addition of new plywood roof sheathing at 39 Soledad and plywood floor sheathing at the second floor of both 37 and 39 Soledad (not that plywood roof sheathing was previously added to 37 Soledad).
- Addition of a new steel moment frame and footing to provide seismic strength in the building's transverse direction at the front facade
- Repair of damaged, rotated and detached framing at the front facade
- Repair of fire damaged wood framing at the roof and front elevation

37-39 Soledad Street Stabilization - ASR#1 - CD-CA

September 10, 2025

- Coordination to ensure the preservation and/or temporary removal of historic elements at the entry facade that require rehabilitation.

As part of our work, we will provide a set of structural drawings for permit and construction. We will also provide substantiating calculations. We will respond to plan check comments and incorporate changes as required. We will provide typical construction administration services such as responding to contractor requests for information, making site observations, reviewing submittals, etc.

We propose to provide basic structural engineering services for the work described above for the fixed sums indicated below. Please note that this work is being done in accordance with the Additional Services Section of our original agreement referenced above, except the fee is fixed rather than hourly. Our fee shall be broken down by phase as follows:

Phase	Total Fee
Construction Documents	\$37,000
Approvals and Bidding	3,000
Construction Services	18,000
Total	\$58,000

If this proposal meets with your approval, please return a signed copy as our authorization to proceed.

We appreciate this opportunity to be of service to you. Please reach out directly if you have any questions or concerns about this additional services request.

Sincerely,

Accepted:



Signature

Marc Steyer, SE, LEED AP
Principal

Printed Name and Title

Date



City of Salinas

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

Legislation Text

File #: ID#26-021, Version: 1

Amendment No. 2 to Agreement for Services with California Premier Restoration for Emergency Clean-Up and Stabilization of 37 and 39 Soledad Street

Approve a Resolution authorizing the City Manager to execute Amendment No. 2 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 \$135,000 for a maximum compensation amount not to exceed \$382,150.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026

DEPARTMENT: COMMUNITY DEVELOPMENT

FROM: LISA BRINTON, DIRECTOR

THROUGH: GRANT LEONARD, PLANNING MANAGER

TITLE: AMENDMENT NO. 2 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. 2 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 \$135,000 for a maximum compensation amount not to exceed \$382,150.

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 \$135,000 for a maximum compensation amount not to exceed \$382,150. There is no change to the term of June 30, 2026.

BACKGROUND:

In 2023 the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located in the Chinatown neighborhood.

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 were damaged due to a fire in 2022 and are currently boarded up. 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.

The scope of work for California Premier Restoration included an optional task to complete removal of interior finishes and fixtures to bring the interior to bare stud condition following testing for lead and asbestos. The City completed lead and asbestos testing for the buildings in December 2025, and California Premier Restoration is now prepared to move forward with the removal of the interior finishes, as outlined in the attached Change Order (Exhibit A).

In January 2026, the City administratively executed Amendment No. 1 to the Agreement for Services with California Premier Restoration to extend the term to June 30, 2026. Amendment No. 2 allows the City and California Premier Restoration to complete the additional clean-up work and get the building interiors 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. 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:

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:

The Regional Early Action Planning Grant (REAP 2.0) from the Association of Monterey Bay Area Governments (AMBAG) funds this project. REAP 2.0 funding has a March 31, 2026, expenditure deadline and to meet that deadline, \$135,000 in REAP 2.0 funds previously allocated

to a separate contract with TEF Design for architectural services for Chinatown are being reallocated to fund Amendment No. 2.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
2953	30.3111-63.6010	Outside Professional Services	\$0	\$135,000

ATTACHMENTS:

1. Resolution
2. Amendment No. 2
 - a. Exhibit "A" California Premier Restoration Change Order
3. Agreement for Services
4. Amendment 1

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

A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES BETWEEN THE CITY OF SALINAS AND CALIFORNIA PREMIER RESTORATION

WHEREAS, the City applied for and received \$1,555,000 in Regional Early Action Planning Grant (REAP 2.0) funding from the Association of Monterey Bay Area Governments (AMBAG) to complete predevelopment activities for the development of mixed-use affordable housing to be located in the Chinatown neighborhood; and

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 with a not to exceed amount of \$247,150; and

WHEREAS, the scope of work for California Premier Restoration included an optional task to complete removal of interior finishes and fixtures to bring the interior to bare stud condition following testing for lead and asbestos; and

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

WHEREAS, the City completed lead and asbestos testing for the buildings in December 2025, and California Premier Restoration is now prepared to move forward with the removal of the interior finishes, as outlines in the attached Change Order (Exhibit A); and

WHEREAS, the Regional Early Action Planning Grant (REAP 2.0) from the Association of Monterey Bay Area Governments (AMBAG) funds this project; and

WHEREAS, to meet the March 31, 2026, expenditure deadline, \$135,000 in REAP 2.0 funds previously allocated to a separate contract with TEF Design for architectural services for Chinatown are being reallocated to fund Amendment No. 2; 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 that the Salinas City Council authorizes the City Manager to execute Amendment No. 2 to the Agreement for Services between the City of

Salinas and California Premier Restoration to expand the scope of services provided in Exhibit A, increase the total compensation amount by 135,000 for a maximum not to exceed compensation amount of \$382,150.00. REAP 2.0 Grant funds are the funding source.

PASSED AND APPROVED this 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

**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.

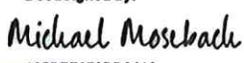
CITY OF SALINAS

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:

1858FE273BD3416...
Printed name: Michael Mosebach
Title: President

Owner

California Premier Restoration

Date: _____

By: _____
Date: _____

**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

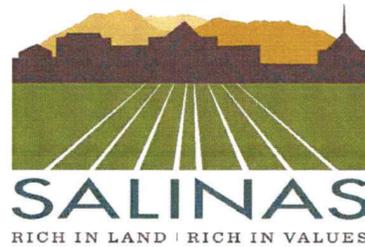
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

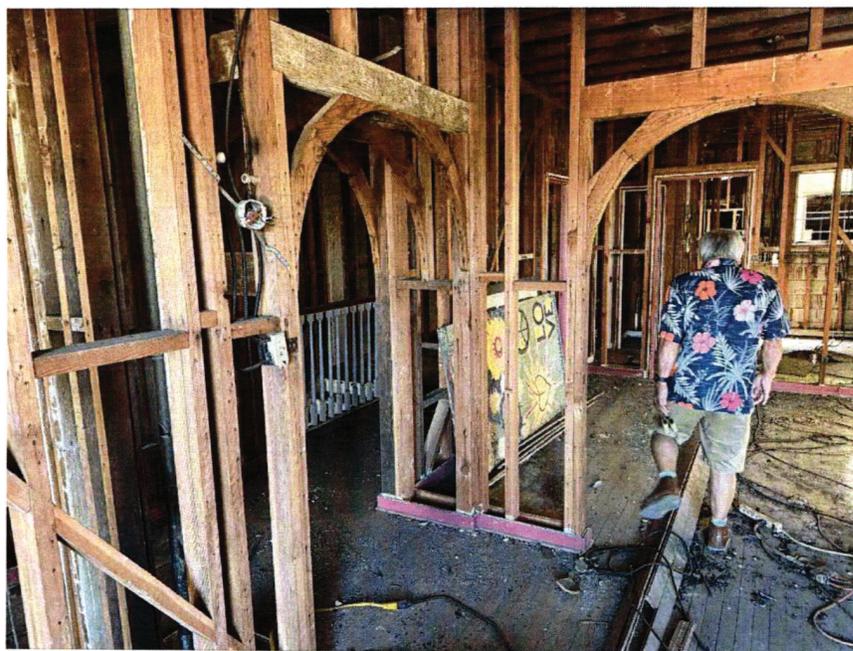
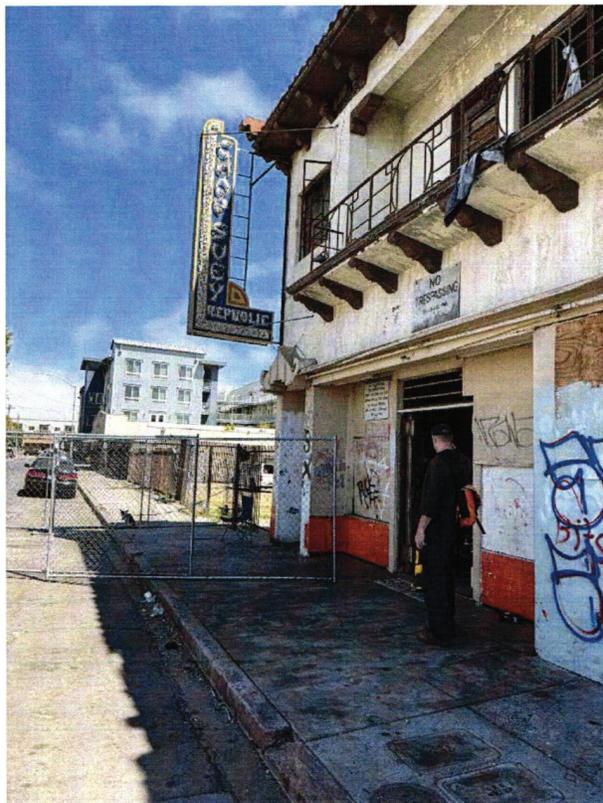
Submittal

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

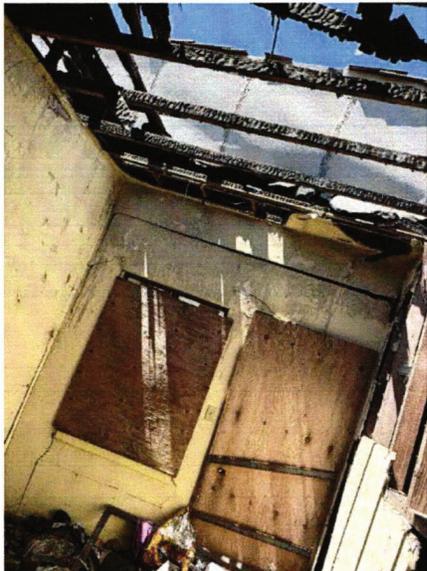
Soledad Street Frontage of 37-39 Soledad Street



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. (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 —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:

40000F0344B6488...
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

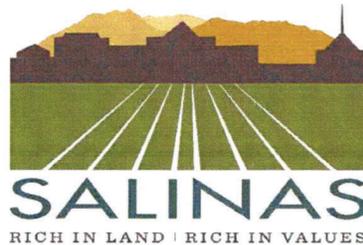
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

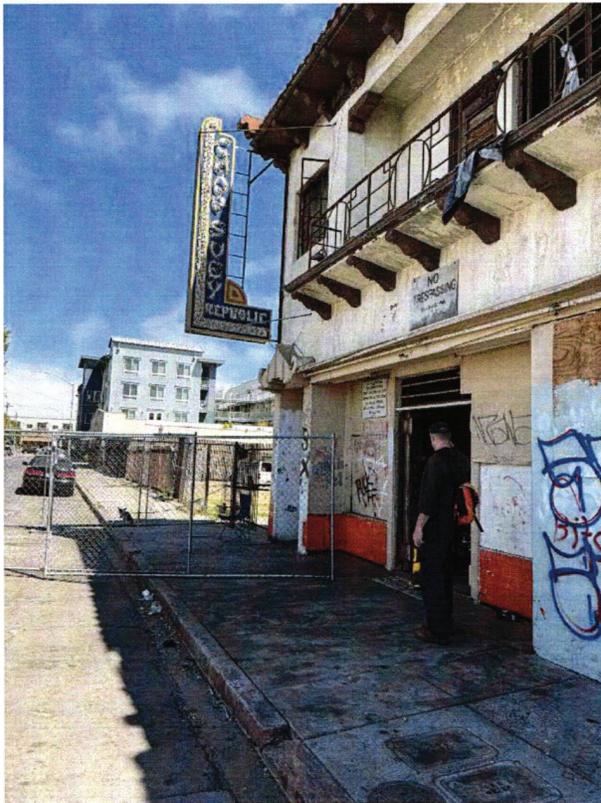
Submittal

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

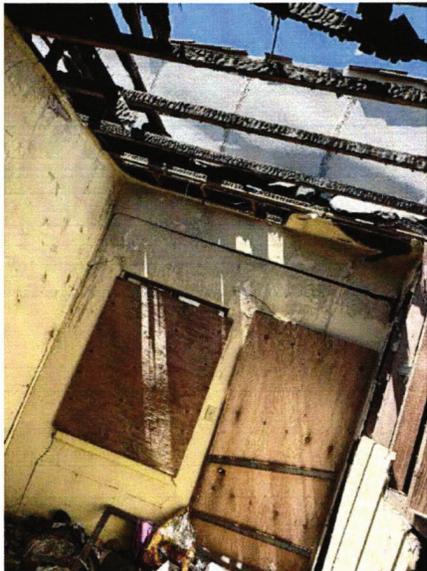
Soledad Street Frontage of 37-39 Soledad Street



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
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			
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. 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. (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



City of Salinas

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

Legislation Text

File #: ID#26-024, **Version:** 1

Monterey-Salinas Transit (MST) Grant Local Match Increase

Approve a Resolution approving an increase of \$8,000 to Monterey-Salinas Transit for the Sustainable Communities Planning Grant local match commitment for a total of \$28,000.



CITY OF SALINAS COUNCIL STAFF REPORT

DATE: FEBRUARY 3, 2026
DEPARTMENT: PUBLIC WORKS
FROM: ADRIANA ROBLES, PE, CFM, CITY ENGINEER
TITLE: MST GRANT LOCAL MATCH INCREASE

RECOMMENDED MOTION:

A motion to approve an increase of \$8,000 to Monterey-Salinas Transit for the Sustainable Communities Planning Grant local match commitment for a total of \$28,000.

EXECUTIVE SUMMARY:

In February 2021, the City Council approved a resolution supporting a local match commitment of \$20,000 for Monterey-Salinas Transit's (MST) application for a Caltrans planning grant to fund the East Alisal Bus Rapid Transit and Salinas Transit Center Relocation Feasibility Study. MST informed the City that additional funds were needed and is requesting an additional \$8,000 of local match commitment from the City.

BACKGROUND:

On February 2, 2021, the City Council approved Resolution No. 22046 supporting a local match commitment of \$20,000 for MST's application to Caltrans' Sustainable Communities Planning Grant program. The planning grant was to fund the East Alisal Bus Rapid Transit (BRT) and Salinas Transit Center Relocation Feasibility Study ("Study"). The Study will assess the feasibility of establishing a bus rapid transit corridor along East Alisal and potential locations for relocating the Salinas Transit Center.

MST received a total of \$463,100 from Caltrans for this effort. Matching funds of \$20,000 were to be provided by MST, City of Salinas and Taylor Farms. MST requested additional community engagement which exceeded the anticipated budget. As a result, continuing the partnership and sharing ratio, an additional \$8,000 was requested from the City of Salinas, Taylor Farms, along with MST also providing the higher amount to account for the expanded scope of services from the consultant.

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:

Providing the additional funding for the grant local match, allows for MST to complete their planning study. The Study may identify strategies to enhance transit in the Alisal, therefore impacting *Economic Development, Infrastructure, Public Safety, and Youth and Seniors*.

DEPARTMENTAL COORDINATION:

The City Engineer and Advanced Planning Manager participate in the Technical Advisory Committee for this project. Review of the Study will be coordinated by MST with the Public Works and Community Development Departments.

FISCAL AND SUSTAINABILITY IMPACT:

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1200	30.9136-63.5900	Outside services-Other professional services	\$166,973	\$8,000

ATTACHMENTS:

Resolution
MST Request Letter, August 1, 2025

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

MST GRANT LOCAL MATCH INCREASE

WHEREAS, Monterey-Salinas Transit (MST) has requested an increase to the City’s local match provided for the Caltrans Sustainable Communities Planning Grant; and

WHEREAS, on February 2, 2021, the City Council approved Resolution No. 22046 supporting a local match of \$20,000 for MST’s application to the Caltrans’ Sustainable Communities Planning Grant program.; and

WHEREAS, the planning grant was to fund the East Alisal Bus Rapid Transit and Salinas Transit Center Relocation Feasibility Study (“Study”); and

WHEREAS, MST received a total of \$463,100 from Caltrans for the Study. Matching funds of \$20,000 were provided by MST, City of Salinas and Taylor Farms as local match.; and

WHEREAS, the proposed action is not a project as defined by the California Environmental Quality Act (CEQA), CEQA Guidelines section 15378.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves an increase of \$8,000 to the Monterey-Salinas Transit for the Sustainable Communities Planning Grant local match commitment for a total of \$28,000.

PASSED AND APPROVED this 3rd day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk



August 1, 2025

Rene Mendez
 City Manager
 City of Salinas
 200 Lincoln Avenue
 Salinas, CA 93901

Subject: Funding Contribution for Transit Study

Dear Mr. Mendez:

Pursuant to our ongoing commitment to improving transit service in the City of Salinas, Monterey-Salinas Transit District (MST) applied for, and was awarded a Caltrans Planning Grant to study the feasibility of bus rapid transit in the East Alisal corridor, as well as the relocation of the Salinas Transit Center. The City committed to supporting this partnership by contributing \$28,000 toward the study.

The project kicked off earlier this year. Adriana Robles of your staff is a participant on the project's technical advisory committee. Additionally, Grant Leonard and his staff participated in an exploratory meeting related to land use. The project team will be moving into the first phase of public engagement in the coming weeks. Steady progress is being made.

MST would like to request your \$28,000 contribution to help pay the consultant fees for the project. Kimley-Horn has submitted two invoices to date (attached) and will continue billing monthly until the study is completed.

MST appreciates our partnership with the City on this important project. If you have any questions, please do not hesitate to contact me at lrheinheimer@mst.org or 831-264-5874.

Sincerely,

A handwritten signature in black ink, appearing to read "Lisa Rheinheimer".

Lisa Rheinheimer
 Deputy CEO

Attachments

Connecting communities. Creating opportunity. Being kind to our planet.

Transit District Members Carmel-by-the-Sea • Del Rey Oaks • Gonzales • Greenfield • King City • Marina • Monterey • Monterey County
 Pacific Grove • Salinas • Sand City • Seaside • Soledad Administrative Offices 19 Upper Ragsdale Drive, Suite 200 Monterey, CA 93940
 PH 1-888-MST-BUS1 (1-888-678-2871) • FAX (831) 899-3954 • WEB mst.org



Legislation Text

File #: ID#26-023, Version: 1

Acceptance of Regional Surface Transportation Program Grant and appropriation of additional funds for the Boronda Road Congestion Relief Project, Phase 1, CIP 9510

Approve a Resolution accepting \$1,721,723.75 of fair share and \$1,000,000 of mid-cycle competitive grant funds from the Regional Surface Transportation Program (RSTP); and increasing the expenditure appropriation by \$2,721,723.75 of total RSTP funds for the Boronda Road Congestion Relief Project, Phase 1 contingencies, CIP No. 9510 for a total construction contingency of \$4,598,263.75.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026

DEPARTMENT: PUBLIC WORKS

FROM: DAVID JACOBS, PE, LS, DIRECTOR

BY: JOSIE LANTACA, ASSISTANT ENGINEER

TITLE: ACCEPTANCE OF REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT AND APPROPRIATION OF ADDITIONAL FUNDS FOR THE BORONDA ROAD CONGESTION RELIEF PROJECT, PHASE 1, CIP 9510

RECOMMENDED MOTION:

A motion to approve a Resolution:

1. Accepting \$1,721,723.75 of fair share and \$1,000,000 of mid-cycle competitive grant funds from the Regional Surface Transportation Program (RSTP); and
2. Increasing the expenditure appropriation by \$2,721,723.75 of total RSTP funds for the Boronda Road Congestion Relief Project, Phase 1 contingencies, CIP No. 9510 for a total construction contingency of \$4,598,263.75.

EXECUTIVE SUMMARY:

The Boronda Road Congestion Relief Project (Project) proposes to widen East Boronda Road into a four-lane roadway (two-lanes at each direction) between Dartmouth Way and Independence Boulevard, and to construct roundabouts at McKinnon Street, El Dorado Drive, Natividad Road, and Independence Boulevard. The Project will be constructed in phases to accommodate funding availability.

Phase 1 of the Project will construct the McKinnon roundabout with the associated improvements and was awarded to Granite Construction Company on August 6, 2024 (Resolution No. 23053). Construction started on November 12, 2024, and is currently scheduled to be completed in fall 2026.

On August 27, 2025, the Transportation Agency for Monterey County (TAMC) approved the allocation of \$1,721,723.75 of fair share funds and \$1,000,000 of competitive grant funds from the Regional Surface Transportation Program (RSTP) for the Project. Staff is requesting approval to appropriate the total of these funds, \$2,721,723.75 to the Phase 1 Project construction contingencies.

BACKGROUND:

The Boronda Road Congestion Relief Project (Project) proposes to widen East Boronda Road into a four-lane roadway (two-lanes at each direction) between Dartmouth Way and Independence Boulevard, and to construct roundabouts at McKinnon Street, El Dorado Drive, Natividad Road, and Independence Boulevard. In May 2017, City Council approved the roundabout concept at the intersections identified above along with Hemingway Drive (Resolution No. 21169). The project includes the construction of bioretention facilities, buffered bike lanes, bus pullouts, sidewalks, ADA-compliant access ramps, storm drain lines, sanitary sewer lines, street lighting, landscaping, and other improvements. Project limits are from just east of Dartmouth Way to a point east of Independence Boulevard. Future phases are contingent on funding availability and obtaining all the necessary environmental permits.

Phase 1 of the Project was awarded to Granite Construction Company (Granite) on August 6, 2024 (Resolution No. 23053) with a total bid award of \$15,637,796.93. Approximately 12%, \$1,876,540.00 was allocated to construction contingencies.

At its August 27, 2025, meeting the Transportation Agency for Monterey County (TAMC) board of directors approved the allocation of \$1,721,723.75 of fair share funds and \$1,000,000 of mid-cycle competitive grant funds from the Regional Surface Transportation Program (RSTP) for the Project. Fair share RSTP funds distributed by TAMC based on member agency population. Mid-cycle competitive grants were allocated to projects that can use the funds in timely manner (construction to begin before July 2026).

Construction of Phase 1 of the Project began on November 12, 2024, and is scheduled to be completed in fall 2026. Several issues have been encountered after the start of construction that resulted in Contract Change Orders (CCOs), including: Changed the type of temporary fencing as specified by the California Department of Fish and Wildlife, and US Fish and Wildlife Service; Project acceleration to accommodate the Regional Water Quality Control Board (RWQCB) Permit during winter work restriction; Animal trench protection for California red-legged frog and California tiger salamander; Temporary diversion measures; Additional traffic control; Unanticipated and unidentified buried man-made objects; Demobilization due to the winter weather suspension; Remobilization and additional clearing and grubbing; Time-relates overhead costs; Storage of precast concrete structures; Potholing; Sewer stub-outs; Waterstop for 60-inch pipe; Drainage system changes due to conflicts; Underground utility conflicts, and other unforeseen underground work. To date, 24 CCOs have been approved for a total cost of \$1,853,590.24.

Staff is requesting appropriation of the total \$2,721,723.75 of RSTP funds to the project contingencies for the Boronda Road Congestion Relief Project, Phase 1, CIP No. 9510 for a total construction contingency of \$4,598,263.75.

CEQA CONSIDERATION:

The environmental impacts of the Project have been analyzed in accordance with CEQA guidelines. An Initial Study (IS) was prepared to evaluate the potential impacts associated with the project. Based upon review of the IS, the proposed project will not have a significant effect on the environment because the mitigation measures outlined in the Mitigation Monitoring and Reporting

Program (MMRP) have been included in the Project.

A Mitigated Negative Declaration (MND) was prepared for the Project pursuant to the provisions of CEQA, and on November 3, 2020, the Salinas City Council adopted and approved the MND and MMRP for the Project.

In addition, the following Environmental Permits have been received for Phases 1 & 2 of the Project:

- A. Central Coast Regional Water Quality Control Board (Water Board):
Section 401 Permit/Water Quality Certification was issued by the Water Board last October 2021.

- B. US Army Corps of Engineers (USACE):
USACE Nationwide Permit (NWP) (for Phases 1 & 2) was received on May 9, 2023.
 - a. On April 24, 2023, a reinitiated Biological Opinion was issued by the US Fish and Wildlife Service, through the USACE consultation process. The reinitiated BO contains environmental measures to minimize effects to California red-legged frogs and California tiger salamanders.
 - b. A Consistency Determination dated September 22, 2023, was issued by the California Department of Fish and Wildlife. The Determination states that the Service's incidental take statement and accompanying revised BO are consistent with the California Endangered Species Act (CESA).

CALIFORNIA GOVERNMENT CODE §84308 APPLIES:

No.

STRATEGIC PLAN INITIATIVE:

The project addresses the City Council's Strategic Goals of *Infrastructure*, *Public Safety*, and *Economic Development* by improving an important corridor that allows residents to access primarily commerce centers and improves an intersection that directly impacts children safety.

DEPARTMENTAL COORDINATION:

The planning phase of this Project involved Public Works, Community Development, Finance, and Legal Departments. Public Works Department as the lead on the Project, coordinated closely with Community Development and Legal Departments in the review of the CEQA Documents, and there has been an extensive and iterative coordination effort between West Area Specific Plan, Central Area Specific Plan, including the developers, and the Boronda Road Congestion Relief Project to ensure consistency with the projects.

The design and permitting of the Project, included coordination with other City departments, including Fire and Community Development, and numerous outside agencies, including MST, the Water Board, USACE and the US Fish and Wildlife Service to receive final approval of the Project.

Construction has required continued coordination with the permitting agencies, the Water Board and the USACE. Funding requests and reporting are coordinated through TAMC and internally with the Finance Department.

FISCAL AND SUSTAINABILITY IMPACT:

The approval of this appropriation has no impact on the General Fund. The requested funds were allocated to the Project by TAMC through the use of RSTP funds.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	*Remaining Budget Appropriation	Amount Requested
5201	50.9510-66.4000	Capital Outlay Improvements	\$1,083,465.61	\$2,721,723.75

*New RSTP Grant funds are not included in this amount.

ATTACHMENT:

Resolution
2025 TAMC Master Funding Agreement Exhibit A

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

**ACCEPTANCE OF REGIONAL SURFACE TRANSPORTATION PROGRAM GRANT
AND APPROPRIATION OF ADDITIONAL FUNDS FOR THE BORONDA ROAD
CONGESTION RELIEF PROJECT, PHASE 1, CIP 9510**

WHEREAS, on August 6, 2024, the Boronda Road Congestion Relief Project, Phase 1, CIP No. 9510, (Project) was awarded to Granite Construction Company through Resolution No. 23053; and

WHEREAS, at its board meeting on August 27, 2025, the Transportation Agency for Monterey County (TAMC) awarded a 2025 Mid-cycle Regional Surface Transportation Program (RSTP) Grant in the amount of \$1,000,000 and approved the programming of RSTP Fair Share funds in the amount of \$1,721,723.75 for the Project subject to the terms and conditions of the 2023 Master Funding Agreement between TAMC and the City of Salinas executed on September 1, 2023; and

WHEREAS, staff is requesting increase in the construction contingencies appropriated for the Project by a total of \$2,721,723.75 of RSTP funds.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council accepts \$1,721,723.75 of fair share funds and \$1,000,000 of mid-cycle competitive grant funds from the Regional Surface Transportation Program (RSTP); and

BE IT FURTHER RESOLVED that the Salinas City Council approves an increase to the expenditure appropriation by \$2,721,723.75 of total RSTP funds for project contingencies of the Boronda Road Congestion Relief Project, Phase 1, CIP No. 9510 for a total construction contingency of \$4,598,263.75.

PASSED AND APPROVED this 3rd day of February 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Transportation Agency for Monterey County
 Master State and Federal Funding Agreement
 Exhibit A

City of Salinas

Agency	Board Approval Date	Fund Expiration Date	Type	Active Projects	Budget	Paid	Balance Outstanding
Salinas	8/26/2020	8/25/2025	RSTP Competitive	Boronda Road Congestion Relief Project (Phase 1)	\$ 4,000,000.00	\$ -	\$ 4,000,000.00
Salinas	8/23/2017	8/21/2025	RSTP Competitive	Downtown Salinas Complete Streets Improvements	\$ 2,970,000.00	\$ 2,761,316.45	\$ 208,683.55
Salinas	8/23/2023	8/22/2026	RSTP Competitive	Harden Parkway Path and SRTS Project	\$ 1,556,000.00	\$ -	\$ 1,556,000.00
Salinas	8/23/2023	8/22/2026	RSTP Quick-build	East Market Street Cycle Track Quick Build	\$ 326,000.00	\$ 234,014.60	\$ 91,985.40
Salinas	8/27/2025	8/26/2028	RSTP Mid-Cycle 2025	Boronda Road Congestion Relief Project (Phase 1)	\$ 1,000,000.00	\$ -	\$ 1,000,000.00
Salinas	8/27/2025	8/26/2028	RSTP Fair Share	Boronda Road Congestion Relief Project (Phase 1)	\$ 1,721,723.75	\$ -	\$ 1,721,723.75
Salinas	8/27/2025	8/26/2028	RSTP Fair Share	Garner Avenue Bus Bulb Out	\$ 500,000.00	\$ -	\$ 500,000.00
					\$ 12,073,723.75	\$ 2,995,331.05	\$ 9,078,392.70

Agency	Board Approval Date	Fund Expiration Date	Type	Completed Projects	Budget	Paid	Balance Outstanding
Salinas	3/26/2014	Completed	RSTP Fair Share	East Market St. Phase 3	\$ 156,000.00	\$ 156,000.00	\$ -
Salinas	3/26/2014	Completed	RSTP Fair Share	Sidewalk Repairs Program	\$ 50,000.00	\$ 50,000.00	\$ -
Salinas	3/26/2014	Completed	RSTP Fair Share	Sanborn Road / US 101 / Elvee Drive	\$ 1,000,000.00	\$ 1,000,000.00	\$ -
Salinas	3/26/2014	Completed	RSTP Fair Share	Sanborn Rd. - John St. Interesection Improvement	\$ 47,548.84	\$ 47,548.84	\$ -
Salinas	8/27/2014	Completed	RSTP Competitive	Downtown Salinas Complete Streets Improvements	\$ 310,000.00	\$ 310,000.00	\$ -
Salinas	8/27/2014	Completed	RSTP Fair Share	Salinas Vibrancy Plan	\$ 25,099.00	\$ 25,099.00	\$ -
Salinas	8/27/2014	Completed	RSTP Fair Share	Alisal - Skyway Roundabout	\$ 910,532.58	\$ 910,532.58	\$ -
Salinas	8/27/2014	Completed	RSTP Fair Share	Sanborn Road Highway Safety Improvement Program (HSIP) Local Match	\$ 147,551.36	\$ 147,551.36	\$ -
Salinas	10/23/2019	Completed	RSTP Fair Share	East Laurel Pedestrian Improvement Project	\$ 613,850.60	\$ 613,850.60	\$ -
Salinas	12/4/2019	Completed	RSTP Safe Streets	East Rossi Street Safe Street Project	\$ 109,551.28	\$ 109,551.28	\$ -
Salinas	8/26/2020	Completed	RSTP Competitive	Bardin Road Safe Routes to School Enhancement Project	\$ 1,800,000.00	\$ 1,800,000.00	\$ -
Salinas	8/26/2020	Completed	RSTP Competitive	Pedestrian Crossing Enhancement Project	\$ 531,592.49	\$ 531,592.49	\$ -
					\$ 5,701,726.15	\$ 5,701,726.15	\$ -

Last Revised: 8/27/2025

Approved by: Todd Muck
 Todd Muck, Executive Director



Legislation Text

File #: ID#26-025, **Version:** 1

Approval of 2026 Fire Equipment Lease and Direct Purchase

Approve a Resolution approving an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement and authorizing certain actions in connection therewith relating to the financing of certain equipment for the City; and approve the appropriation of \$1,477,678 to the Vehicle Replacement Fund (7121) with a corresponding transfer in from the General Fund for direct purchase of two apparatuses.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026
DEPARTMENT: FINANCE
FROM: SELINA ANDREWS, FINANCE DIRECTOR
TITLE: APPROVAL OF 2026 FIRE EQUIPMENT LEASE AND DIRECT PURCHASE

RECOMMENDED MOTION:

It is recommended that Council approve a Resolution to:

1. Approve an Equipment Lease/Purchase Agreement and an Escrow and Account Control Agreement and authorizing certain actions in connection therewith relating to the financing of certain equipment for the City; and
2. Approve the appropriation of \$1,477,678 to the Vehicle Replacement Fund (7121) with a corresponding transfer in from the General Fund for direct purchase of two apparatuses.

EXECUTIVE SUMMARY:

The Salinas Fire Department is requesting approval to purchase two Pierce Enforcer Type 1 fire engines, one Pierce 100’ Enforcer Tractor Drawn Aerial, and one BME Type 6 Wildland engine from Golden State Fire Apparatus. The purchases will be made through cooperative contract agreements with Sourcewell and HGAC Buy, in compliance with Salinas City Code Section 12-27. Staff recommends a combination of lease equipment financing and direct purchase, utilizing \$1,477,678 in cash and reserves from the sale of City surplus property as approved on December 9, 2025 to purchase one Pierce Enforcer Type 1 fire engine and the BME Type 6 Wildland engine and financing \$3,232,406 to purchase the Pierce 100’ Enforcer Tractor Drawn Aerial and one Enforcer Type 1 engine (the “Financed Equipment”). The table below summarizes the cost and funding sources of these four vehicles:

Vehicle Type	Purchase Amount	Funding Source
Pierce Enforcer Type 1	1,043,425.32	Cash & Reserves
Pierce Enforcer Type 1	1,043,425.32	2026 Lease
Pierce 100' Enforcer Tractor Drawn Aerial	2,188,980.63	2026 Lease
BME Type 6 Wildland Engine	434,251.94	Cash & Reserves
Total Vehicle Cost	4,710,083.21	

The Financed Equipment will be purchased using a tax-exempt equipment lease purchase agreement and requested interest rates from banks for a 7-year and 10-year tax-exempt equipment lease (“2026 Lease”). The 7-year proposal from Banc of America Public Capital Corp (“BAPCC”) was the most advantageous to the City. City staff proposes to enter into an Equipment Lease/Purchase Agreement with BAPCC and an Escrow and Account Control Agreement with Argent Institutional Trust Company (collectively, the “Financing Agreements”). City Council approval of the resolution and the Financing Agreements will authorize City staff to sign the documents and take other necessary actions. Staff expect to execute the Financing Agreements and close the 2026 Lease by mid-February.

BACKGROUND:

The Fire Department has been working diligently to bring its fleet into a state of good repair and maintain a fire apparatus and vehicle replacement program consistent with best practices. To achieve this goal, the department requires the replacement of two fire engines and one tiller ladder truck, as well as replacing the existing Type 3 wildland vehicle with two Type 6 models to improve access to hard-to-reach wildland areas. One Type 6 unit has already been ordered. The Fire Department’s replacement program calls for rotating front-line engines every 8 – 10 years and aerial trucks every 15 years, consistent with use and in line with National Fire Protection Association standards (NFPA).

On September 23, 2025, Council approved the sale of City surplus property located at 342 Front Street and 323 California Street to the Monterey County Office of Education in the amount of \$2,500,000. As approved on December 9, 2025, a portion of these proceeds will be used to purchase one Type 1 Fire Engine and the BME Type 6 Wildland Engine thereby reducing the amount financed by the City. The Financed Equipment will be acquired through lease equipment financing and at an equipment cost of \$3,232,406.

The City engaged NHA Advisors LLC (“NHA”) as municipal financial advisor to assist with the financing process. Due to the relatively small size of the equipment lease, NHA and City staff decided to utilize a private placement process (direct loan with a bank), rather than a public offering (bond issued to investors). NHA solicited bids from 10 active regional and national banks for this type of financing structure and requested interest rates for a 7-year and 10-year tax-exempt equipment lease. Six banks responded with interest rates ranging from 3.49% to 4.20% on the 7-year structure and 3.78% to 4.76% on the 10-year structure. The 7-year proposal from Bank of America Public Capital Corp (“BAPCC”) was the most advantageous to the City due to the following reasons:

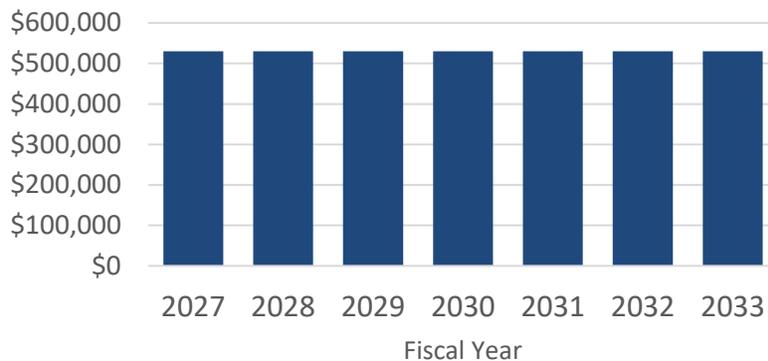
- Lowest interest rate (3.49%)
- BAPCC will provide all the lease documents – the City will not need to engage special counsel to prepare the documents
- A tax opinion is not required
- City already has 2012 Master Agreement in place that governs how this 2026 Lease will be structured
- No bank fees are associated with the loan

- City will not need to pay for escrow agent services using Argent Institutional Trust Company as escrow agent (BAPCC will pay this cost)

The 2026 Lease will have a 7-year term, maturing December 1, 2032. The interest rate is fixed at 3.49% and is also locked through the anticipated closing of the 2026 Lease, mitigating the risk that interest rates rise in the next few weeks before the 2026 Lease closes and funds. The 2026 Lease is expected to be sized to \$3,261,000, which will cover the equipment purchase cost and the costs of issuing the 2026 Lease. The resolution requests authorization for staff to enter into the agreement subject to the final lease amount being less than a not-to-exceed amount of \$3,265,000 and the interest rate being less than a not-to-exceed amount of 3.55%. These amounts are intentionally set slightly higher than the actual expected amounts to provide a little contingency in case of any unforeseen delays.

The 2026 Lease has level annual debt service at approximately \$529,955 per year over the next 7 years. The first payment is due December 1, 2026 (fiscal year 2026-27). The Lease becomes pre-payable in full after half of the term at par on any regularly scheduled payment date.

2026 Lease - Proposed Debt Service



In order for the City to enter into the 2026 Lease, City Council will need to adopt a resolution approving the Financing Agreements and authorizing City staff to execute the Financing Agreements and take other necessary actions.

Discussion of Lease Documents:

2012 Master Agreement: The Master Equipment Lease/Purchase Agreement (“MELPA”) outlines the terms governing the 2026 Lease. The City originally entered into this MELPA with BAPCC in June 2012 and has used it several times over the years to finance vehicles (Schedules of Property No. 1, No. 2, and No. 3). The MELPA identifies the overall structure of the financing, details that the security for the financing is a lien on the equipment, and describes the terms and covenants between the City and BAPCC.

Schedule of Property No. 4 (also referred to herein as “2026 Lease”): Schedule of Property No. 4 identifies the vehicles being purchased that will provide the security for the 2026 Lease through a lien on the equipment. This lien will be in place until the 2026 Lease matures on

December 1, 2032, or is otherwise prepaid in accordance with the lease terms. This document also contains the payment details, prepayment provisions, and other covenants of the City. A detailed payment schedule for the 2026 Lease can be found in Exhibit A-1 of Schedule of Property No. 4.

Escrow and Account Control Agreement: The Escrow and Account Control Agreement (“Escrow Agreement”) is among BAPCC, the City of Salinas, and Argent Institutional Trust Company as Escrow Agent. The Escrow Agreement identifies the various covenants between the City and the Escrow Agent. The Escrow Agent will hold the proceeds of the 2026 Lease starting on the closing/funding day and will distribute them to pay debt service on the 2026 Lease.

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:

Yes.

STRATEGIC PLAN INITIATIVE:

This agenda item supports City Council’s goal of Public Safety by ensuring the City maintains a reliable fire apparatus and vehicle replacement program consistent with best practices.

DEPARTMENTAL COORDINATION:

This staff report was coordinated by the Finance and Fire departments.

FISCAL AND SUSTAINABILITY IMPACT:

The 2026 Lease will have no financial impact on the FY 2025-26 budget cycle. The 2026 Lease has level annual debt service payments, with just over \$527,000 due in fiscal year 2026-27, and approximately \$529,000 due annually thereafter through fiscal year 2032-33 (final maturity of the 2026 Lease).

The costs associated with issuing the 2026 Lease will be paid out of the proceeds of the 2026 Lease (no direct budgetary impact).

As mentioned, the direct purchase for two of the apparatuses total \$1,477,678. Staff is recommending an appropriation to the Vehicle Replacement Fund (7121) with a corresponding transfer out from the General Fund.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
7121	45.4510-66.5500	Capital Outlays Vehicles	\$201,000	\$1,477,678
7121	00.0000-90.1000	Transfer In	\$0	\$1,477,678
1000	00.0000-95.7121	Transfer Out	\$0	\$1,477,678

ATTACHMENTS:

1. Resolution
2. 2012 MELPA
3. Schedule of Property No. 4
4. Escrow and Account Control Agreement
5. BAPCC's Term Sheet
6. Presentation

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

A RESOLUTION AUTHORIZING THE EXECUTION OF A FINANCING AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORP TO PROVIDE FINANCING FOR PURCHASE OF FIRE ENGINES AND AUTHORIZING RELATED ACTIONS

WHEREAS, the City of Salinas, California ("City") is a charter city organized pursuant to the California Constitution and with authority derived directly from Article XI of the California Constitution;

WHEREAS, the City of Salinas Fire Department has been working diligently to bring our fleet into a state of good repair and maintain a fire apparatus and vehicle replacement program consistent with best practices. To achieve this goal, the department requires the replacement of two fire engines and one tiller ladder truck, along with the addition of a Type 6 wildland vehicle to improve access to hard-to-reach wildland areas; and

WHEREAS, Golden State Fire Apparatus, Inc. has provided proposals for the purchase of two Pierce Enforcer Type 1 engines, one Pierce 100' Enforcer Tractor Drawn Aerial truck, and one BME Type 6 Wildland engine; and

WHEREAS, the purchase of the vehicles through Golden State Fire Apparatus, Inc. was duly authorized at December 9, 2025, City Council meeting; and

WHEREAS, the City of Salinas intends to finance the purchase of one Pierce Enforcer Type 1 engine and one Pierce tiller ladder truck (the "Financed Equipment") through a lease-purchase agreement and such financing may include prepayment and contingency provisions; and

WHEREAS, the City solicited proposals from banks to provide the lease-purchase agreement and in response to that solicitation the City received six proposals, of which the proposal from Banc of America Public Capital Corp ("BAPCC") was determined to be the most economically beneficial to the City; and

WHEREAS, the City had previously entered into a Master Equipment Lease/Purchase Agreement, dated June 1, 2012, with Banc of America Public Capital Corp (2012 MELPA) to provide for the financing for vehicles and other equipment, and the City has used that 2012 MELPA as the basis for several subsequent financings in the past, including Schedule of Property No. 1, Schedule of Property No. 2, and Schedule of Property No. 3; and

WHEREAS, pursuant to a proposed Summary of Terms and Conditions, dated January 6, 2026, Banc of America Public Capital Corp has offered to enter into an Schedule of Property No. 4 under the 2012 MELPA between the City as Lessee, and Banc of America Public Capital Corp or its affiliate as Lessor;

WHEREAS, pursuant to a proposed Summary of Terms and Conditions, dated January 6, 2026, Banc of America Public Capital Corp or its affiliate has offered to enter into an Escrow

and Account Control Agreement ("Escrow Agreement") with City and Argent Institutional Trust Company, as escrow agent, under terms that are beneficial to the City, the Escrow Agreement and Schedule of Property No. 4, incorporating the terms of the 2012 MELPA, with related documents hereinafter referred to as "Financing Agreement";

WHEREAS, in accordance with Government Code Section 5852.1, the City Council has obtained and disclosed the information set forth in Exhibit A hereto;

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

Section 1. Recitals. All of the recitals herein contained are true and correct and are fully incorporated herein by this reference.

Section 2. Authorization to Purchase Vehicles and Appropriate Funds. City staff are hereby authorized to purchase two Pierce Enforcer Type 1 engines, one Pierce tiller ladder truck, and one BME Type 6 Wildland Engine. Additionally, City staff are authorized to appropriate \$1,477,678 to the Vehicle Replacement Fund with a corresponding transfer in the General Fund for direct purchase of one Pierce Enforcer Type 1 engine and the BME Type 6 Wildland Engine. The remaining two trucks are the Financed Equipment.

Section 3. Financing Agreement Approval. The forms of the Financing Agreement, in the forms on file with the City Clerk, are hereby approved, with such changes thereto, deletions therefrom and additions or modifications thereto as may be approved pursuant to Section 4 hereof; provided that the par amount of the Financing Agreement shall not exceed \$3,265,000 and the initial, tax exempt interest rate shall not exceed 3.50% (exclusive of adjustments to the rate upon an event of default or event of taxability).

Section 4. Execution and Delivery. Any one of the City Manager, the Finance Director, or any deputy thereof, or person duly appointed in writing to act in the stead of such officer (collectively, the "Responsible Officers"), is hereby authorized and directed for and in the name of and on behalf of the City to execute and deliver the Financing Agreement, in substantially the form presented to and considered at this meeting, with such changes therein, deletions therefrom and additions thereto as may be approved (i) by any Responsible Officer, in such person's discretion, as being in the best interests of the City, (ii) as to form, by City Attorney; such approval to be conclusively evidenced by the execution and delivery thereof by the person executing the same on behalf of the City.

Section 5. Further Actions. The Responsible Officers are, and each of them acting alone is, hereby authorized and directed to take such actions and to execute such documents and certificates as may be necessary to effectuate the purposes of this resolution, including the execution and delivery of the Financing Agreement, and execution and delivery of any and all memorandums of agreement or understanding, assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, warrants and other documents, which they, or any of them, deem necessary or advisable in order to consummate the transactions and requirements as described herein.

Section 6. No General Liability. Nothing contained in this Resolution, the Financing Agreement nor any other instrument shall be construed with respect to the Lessee as incurring a pecuniary

liability or charge upon the general credit of the Lessee or against its taxing power, nor shall the breach of any agreement contained in this Resolution, the Financing Agreement, or any other instrument or document executed in connection therewith impose any pecuniary liability upon the Lessee or any charge upon its general credit or against its taxing power, except to the extent that the Rental Payments payable under the Financing Agreement are limited obligations of the Lessee, subject to annual appropriation, as provided in the Financing Agreement.

Section 7. Ratification. All actions heretofore taken by any officer of the City with respect to the execution and delivery of the Financing Agreement, and the financing of the equipment and projects described therein are hereby approved, confirmed and ratified.

Section 8. Effective Date. This Resolution shall take effect upon approval.

PASSED AND APPROVED this 3rd day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

Attachment: Exhibit A (Government Code section 5852.1 Disclosure)

The City Clerk of the City of Salinas, California does hereby certify that the foregoing Resolution was introduced and duly passed and adopted by the City Council at a regularly scheduled meeting thereof held on this date, by the forgoing vote.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City, California on this date.

Patricia M. Soratos, City Clerk

EXHIBIT A

**GOVERNMENT CODE SECTION 5852.1
DISCLOSURE**

The following information consists of estimates that have been provided by NHA Advisors, the City's Municipal Advisor, as required by Section 5821.1 of the California Government Code, which has been provided to the City in good faith:

- (A) True interest cost of the Equipment Lease/Purchase Agreement ("Lease"): 3.46%
- (B) Finance charge of the Lease (sum of all costs of issuance and fees/charges paid to third parties): \$28,594
- (C) Net proceeds to be received (net of finance charges, reserves and capitalized interest, if any): \$3,232,406
- (D) Total payment amount through maturity: \$3,707,475

MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT

This Master Equipment Lease/Purchase Agreement (the "*Agreement*") dated as of June 1, 2012 and entered into between Banc of America Public Capital Corp, a Kansas corporation ("*Lessor*"), and City of Salinas, a charter city and municipal corporation existing under the laws of the State of California ("*Lessee*").

WITNESSETH:

WHEREAS, Lessee desires to lease and acquire from Lessor certain Equipment described in each Schedule (as each such term is defined herein), subject to the terms and conditions of and for the purposes set forth in each Lease; and in the event of a conflict the terms of a Schedule prevail; and

WHEREAS, the relationship between the parties shall be a continuing one and items of equipment may be added to the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein; and

WHEREAS, Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the Schedules hereto for the purposes set forth herein;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"*Acquisition Amount*" means the amount specified in each Lease and represented by Lessee to be sufficient to acquire the Equipment listed in such Lease, which amount shall be not less than \$100,000 for each Lease.

"*Acquisition Fund*" means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

"*Acquisition Fund Agreement*" means, with respect to any Lease, an Acquisition Fund and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Acquisition Fund Custodian, pursuant to which an Acquisition Fund is established and administered.

"*Acquisition Fund Custodian*" means the Acquisition Fund Custodian identified in any Acquisition Fund Agreement, and its successors and assigns.

“*Acquisition Period*” means, with respect to each Lease, that period stated in the Schedule to such Lease during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs.

“*Agreement*” means this Master Equipment Lease/Purchase Agreement, including the exhibits hereto, together with any amendments and modifications to the Agreement pursuant to Section 13.05.

“*Code*” means the Internal Revenue Code of 1986, as amended. Each reference to a Section of the Code herein shall be deemed to include the United States Treasury Regulations proposed or in effect thereunder.

“*Commencement Date*” means, for each Lease, the date when Lessee’s obligation to pay rent commences under such Lease, which date shall be the earlier of (i) the date on which the Equipment listed in such Lease is accepted by Lessee in the manner described in Section 5.01, and (ii) the date on which sufficient moneys to purchase the Equipment listed in such Lease are deposited for that purpose with an Acquisition Fund Custodian.

“*Equipment*” means the property listed in each of the Leases and all replacements, repairs, restorations, modifications and improvements thereof or thereto made pursuant to Section 8.01 or Article V. Whenever reference is made in this Agreement to Equipment listed in a Lease, such reference shall be deemed to include all such replacements, repairs, restorations, modifications and improvements of or to such Equipment.

“*Equipment Costs*” means the total cost of the Equipment listed in each Lease, including all delivery charges, installation charges, capitalizable consulting and training fees approved by Lessor, legal fees, financing costs, and other costs necessary to vest full, clear legal title to the Equipment in Lessor, and otherwise incurred in connection with the financing provided by the lease-purchase of the Equipment as provided in each Lease; *provided* that in no event shall approved consulting and training fees or other non-capitalizable “soft” costs relating to the Equipment listed in any Lease which are to be financed by Lessor hereunder exceed 2% of the total cost of such Equipment as determined by Lessor; and *provided further*, that in no event shall capitalizable delivery charges, installation charges, taxes and similar capitalizable “soft costs” relating to such Equipment be included without Lessor’s prior consent.

“*Expense Fund*” means, with respect to any Lease, the fund established and held by the Acquisition Fund Custodian pursuant to the related Acquisition Fund Agreement, if any.

“*Event of Default*” means an Event of Default described in Section 12.01.

“*Lease*” means a Schedule and the terms of this Agreement which are incorporated by reference into such Schedule. Each Schedule shall constitute a separate and independent Lease.

“*Lease Proceeds*” means, with respect to each Lease, the total amount of money to be paid by Lessor to the Acquisition Fund Custodian for deposit and application in accordance with such Lease and the Acquisition Fund Agreement.

"*Lease Term*" for each Lease shall begin on the Commencement Date thereof and continue as specified in the Schedule applicable thereto.

"*Lessee*" means the entity referred to as Lessee in the first paragraph of this Agreement.

"*Lessor*" means (a) the entity referred to as Lessor in the first paragraph of this Agreement or (b) any assignee or transferee of any right, title or interest of Lessor in and to the Equipment under a Lease or any Lease (including Rental Payments thereunder) pursuant to Section 11.01, but does not include any entity solely by reason of that entity retaining or assuming any obligation of Lessor to perform under a Lease.

"*Maximum Equipment Cost*" means \$3,000,000.00.

"*Purchase Price*" means, with respect to the Equipment listed on a Lease, the amount that Lessee may pay to Lessor to purchase such Equipment as provided in such Lease.

"*Rental Payments*" means the basic rental payments payable by Lessee under each Lease pursuant to Section 4.01, in each case consisting of a principal component and an interest component.

"*Schedule*" means each separately numbered Schedule of Property substantially in the form of Exhibit A hereto together with a Rental Payment Schedule attached thereto substantially in the form of Exhibit A-1 hereto.

"*State*" means the State of California.

"*Utilization Period*" means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.05(b).

"*Vendor*" means the manufacturer or supplier of the Equipment or any other person as well as the agents or dealers of the manufacturer or supplier from whom Lessor arranged Lessee's acquisition and financing of the Equipment pursuant to the applicable Lease.

ARTICLE II

Section 2.01. Representations and Covenants of Lessee. Lessee represents, covenants and warrants for the benefit of Lessor on the date hereof and as of the Commencement Date of each Lease as follows:

(a) Lessee is a state or a political subdivision thereof within the meaning of Section 103(c) of the Code, duly organized and existing under the constitution and laws of the State with full power and authority to enter into this Agreement and each Lease and the transactions contemplated hereby and to perform all of its obligations hereunder and under each Lease.

(b) Lessee has duly authorized the execution and delivery of this Agreement and each Lease by proper action of its governing body at a meeting duly called, regularly convened and attended throughout by the requisite quorum of the members thereof, or by other appropriate

official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement and each Lease.

(c) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(d) Lessee will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.

(e) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and each Lease and the acquisition by Lessee of the Equipment as provided in each Lease.

(f) During the Lease Term, the Equipment will be used by Lessee only for the purpose of performing essential governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority. Lessee does not intend to sell or otherwise dispose of the Equipment or any interest therein prior to the last Rental Payment (including all Renewal Terms) scheduled to be paid under each Lease.

(g) Lessee shall keep its books and records in accordance with generally accepted accounting principles and practices consistently applied and shall deliver to Lessor (i) annual audited financial statements (including (1) a balance sheet, (2) statement of revenues, expenses and changes in fund balances for budget and actual, (3) statement of cash flows and notes, and (4) schedules and attachments to the financial statements) within 210 days of its fiscal year end, (ii) such other financial statements and information as Lessor may reasonably request, and (iii) its annual budget for the following fiscal year within 90 days of the current fiscal year end. Such annual audited financial statements shall be accompanied by an unqualified opinion of Lessee's auditor. Credit information relating to Lessee may be disseminated among Lessor and any of its affiliates and any of their respective successors and assigns.

(h) Lessee has kept, and throughout the Lease Term of this Agreement will keep, its books and records in accordance with generally accepted accounting principles.

(i) Lessee has an immediate need for the Equipment listed on each Schedule and expects to make immediate use of the Equipment listed on each Schedule. Lessee's need for the Equipment is not temporary and Lessee does not expect the need for any item of the Equipment to diminish during the Lease Term to such item.

(j) The payment of the Rental Payments or any portion thereof is not (under the terms of any Lease or any underlying arrangement) directly or indirectly (x) secured by any interest in property used or to be used in any activity carried on by any person other than a state or local governmental unit or payments in respect of such property; or (y) on a present value basis, derived from payments (whether or not to Lessee) in respect of property, or borrowed money, used or to be used in any activity carried on by any person other than a state or local governmental unit. The Equipment will not be used, directly or indirectly, in any activity carried on by any person other than a state or local governmental unit. No portion of the Equipment Costs for the Equipment will be used, directly or indirectly, to make or finance loans to any

person other than Lessee. Lessee has not entered into any management or other service contract with respect to the use and operation of the Equipment.

(k) There is no pending litigation, tax claim, proceeding or dispute that may adversely affect Lessee's financial condition or impairs its ability to perform its obligations hereunder. Lessee will, at its expense, maintain its legal existence in good standing and do any further act and execute, acknowledge, deliver, file, register and record any further documents Lessor may reasonably request in order to protect Lessor's interest in the Equipment and Lessor's rights and benefits under this Lease.

ARTICLE III

Section 3.01. Lease of Equipment. Subject to the terms of this Master Lease, Lessor agrees to provide the funds specified in each Lease to be provided by it to acquire the Equipment, up to an amount equal to the Maximum Equipment Cost. Upon the execution of each Lease, Lessor demises, leases, transfers and lets to Lessee, and Lessee acquires, rents and leases from Lessor, the Equipment as set forth in such Lease and in accordance with the terms thereof.

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term of each Lease and to pay the Rental Payments thereunder. Lessee affirms that sufficient funds are available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Lease Term of each Lease can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law, to have such portion of the budget or appropriation request approved and to exhaust all available reviews and appeals in the event such portion of the budget or appropriation request is not approved.

Section 3.03. Abatement. During any period in which, by reason of material damage or destruction or taking under the power of eminent domain (or sale to any entity threatening the use of such power) or material title defect with respect to any Equipment, there is substantial interference with the use and possession by Lessee of such Equipment, the rent applicable to such Equipment shall be abated proportionately in whole or in part. Lessee shall immediately notify Lessor upon the occurrence of any event causing substantial interference with Lessee's use and possession of any Equipment, and such notice shall be provided prior to the abatement of any rent. The amount of abatement shall be such that the remaining rental obligation for each rental period represents fair consideration for the use and possession of the portions of the Equipment that are not affected by such interference. Such abatement shall commence on the date that Lessee's use and possession of the affected Equipment is restricted because of such interference and end on the earlier of (i) the date on which the use and possession thereof are restored to Lessee, or (ii) the date on which Lessee either (x) replaces the affected Equipment or (y) uses the proceeds of insurance or condemnation award to pay the applicable Purchase Price therefor. Notwithstanding any such interference with Lessee's use and possession of a portion of the Equipment, this Lease shall continue in full force and effect with respect to any remaining

Equipment. Lessee waives the benefits of Civil Code Sections 1932 and any and all other rights to terminate this Lease by virtue of any interference with the use and possession of any Equipment.

Section 3.04. Conditions to Lessor's Performance.

(a) As a prerequisite to the performance by Lessor of any of its obligations pursuant to any Lease, Lessee shall deliver to Lessor the following:

(i) A fully completed Schedule, executed by Lessee;

(ii) An Acquisition Fund Agreement, executed by Lessee and the Acquisition Fund Custodian, unless Lessor pays 100% of the Acquisition Amount directly to the Vendor upon execution of the Lease;

(iii) A Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in substantially the form attached hereto as Exhibit C, completed to the satisfaction of Lessor;

(iv) A certified copy of a resolution or other official action of Lessee's governing body authorizing the execution and delivery of this Lease and performance by Lessee of its obligations hereunder;

(v) An opinion of counsel to Lessee in substantially the form attached hereto as Exhibit D respecting such Lease and otherwise satisfactory to Lessor;

(vi) Evidence of insurance as required by Section 7.02 hereof;

(vii) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to Section 6.01 and 6.02;

(viii) A copy of a fully completed and executed Form 8038;

(ix) An Essential Use/Source of Funds Certificate in substantially the form attached as Exhibit E; and

(x) Such other items, if any, as are set forth in such Lease or are reasonably required by Lessor.

(b) In addition, the performance by Lessor of any of its obligations pursuant to any Lease shall be subject to: (i) no material adverse change in the financial condition of Lessee since the date of this Lease, (ii) no Event of Default having occurred, and (iii) if no Acquisition Fund has been established, the Equipment must be accepted by Lessee no later than December 31, 2013 (the "*Utilization Period*").

(c) Subject to satisfaction of the foregoing, Lessor will pay the Acquisition Amount for Equipment described in a Schedule to the Vendor upon receipt of the documents described in Sections 5.01(a) and (b); or if an Acquisition Fund has been established pursuant to an

Acquisition Fund Agreement, Lessor will deposit the Acquisition Amount for Equipment described in the Schedule with the Acquisition Fund Custodian.

(d) This Agreement is not a commitment by Lessor to enter into any Lease not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Lease, it being understood that whether Lessor enters into any proposed Lease shall be a decision solely within Lessor's discretion.

(e) Lessee will cooperate with Lessor in Lessor's review of any proposed Lease. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Lease. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE IV

Section 4.01. Rental Payments. Lessee shall promptly pay Rental Payments, in lawful money of the United States of America, to Lessor on the dates and in such amounts as provided in each Lease. Lessee shall pay Lessor a charge on any Rental Payment not paid on the date such payment is due at the rate of 12% per annum or the maximum amount permitted by law, whichever is less, from such date. Lessee shall not permit the federal government to guarantee any Rental Payments under any Lease. Rental Payments consist of principal and interest payments as more fully detailed on each Schedule, the interest on which begins to accrue as of the Commencement Date for each such Schedule.

Section 4.02. Interest and Principal Components. A portion of each Rental Payment is paid as, and represents payment of, interest, and the balance of each Rental Payment is paid as, and represents payment of, principal. Each Lease shall set forth the principal and interest components of each Rental Payment payable thereunder during the Lease Term.

Section 4.03. Rental Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rental Payments under each Lease shall constitute a current expense of Lessee payable solely from its general fund or other funds that are legally available for that purpose and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor shall anything contained herein or in a Lease constitute a pledge of the general tax revenues, funds or moneys of Lessee.

Section 4.04. Rental Payments to be Unconditional. Except as provided in Section 3.03, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained in each Lease shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment, after it has been accepted by lessee, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances. Lessee's obligations to make Rental Payments or pay other amounts

hereunder shall not be abated on account of obsolescence or failure of the Equipment to perform as desired.

Section 4.05. Tax Covenant. Lessee agrees that it will not take any action that would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes, nor will it omit to take or cause to be taken, in timely manner, any action, which omission would cause the interest component of Rental Payments to be or to become ineligible for the exclusion from gross income of the owner or owners thereof for federal income tax purposes.

Section 4.06. Event of Taxability. Upon the occurrence of an Event of Taxability, the interest component shall be at a Taxable Rate retroactive to the date as of which the interest component is determined by the Internal Revenue Service to be includible in the gross income of the owner or owners thereof for federal income tax purposes, and Lessee will pay such additional amount as will result in the owner receiving the interest component at the Taxable Rate identified in the related Lease.

For purposes of this Section, “*Event of Taxability*” means a determination that the interest component is includible for federal income tax purposes in the gross income of the owner thereof due to Lessee’s action or failure to take any action.

Section 4.07. Mandatory Prepayment. If the Lease Proceeds are deposited into an Acquisition Fund, any funds remaining in the Acquisition Fund on or after the Acquisition Period and not applied to Equipment Costs, shall be applied by Lessor on the next Rental Payment date, pro rata to the prepayment of the principal component of the outstanding Rental Payments due under the applicable Schedule.

ARTICLE V

Section 5.01. Delivery, Installation and Acceptance of Equipment.

(a) Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in the Leases and pay any and all delivery and installation costs and other Equipment Costs in connection therewith. When the Equipment listed in any Lease has been delivered and installed, Lessee shall promptly accept such Equipment and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in the form attached hereto as Exhibit B.

(b) Lessee shall deliver to Lessor original invoices and bills of sale (if title to such Equipment has passed to Lessee) relating to each item of Equipment accepted by Lessee. With respect to Equipment not purchased through an Acquisition Fund, Lessor shall, upon receipt of an Acceptance Certificate from Lessee, prepare a Schedule of Property and Rental Payment Schedule. Lessee shall execute and deliver such Schedules to Lessor within 5 business days of receipt.

Section 5.02. Enjoyment of Equipment. Lessor shall provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee shall peaceably and quietly have,

hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in the related Lease. Lessor shall not interfere with such quiet use and enjoyment during the Lease Term so long as Lessee is not in default under the related Lease.

Section 5.03. Location; Inspection. Once installed, no item of the Equipment will be moved (or, in the case of moveable equipment, the base location of the Equipment will not be changed) from the location specified for it in the Lease on which such item is listed without Lessor's consent, which consent shall not be unreasonably withheld. Lessor shall have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use and Maintenance of the Equipment. Lessee will not install, use, operate, or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by the related Lease. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects with all applicable laws, regulations and rulings of any legislative, executive, administrative, or judicial body; provided that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest (including the reversionary interest) of Lessor in and to the Equipment or its interest or rights under the Lease.

Lessee agrees that it will maintain, preserve, and keep the Equipment in good repair and working order, in accordance with manufacturer's recommendations. Lessor shall have no responsibility to maintain, repair or make improvements or additions to the Equipment. If commercially available, Lessee will maintain in force a standard maintenance contract with the manufacturer of the Equipment, and upon request will provide Lessor with a copy of that contract. Upon the prior written consent of Lessor, which consent shall not be unreasonably withheld, Lessee may use another third party maintenance provider provided the maintenance contract between Lessee and such third party requires the third party to maintain the Equipment at the manufacturer's then current release, revision and engineering change levels, including hardware, software enhancements and microcode levels. In all cases, Lessee agrees to pay any costs necessary for the manufacturer to re-certify the Equipment as eligible for manufacturer's maintenance upon the return of the Equipment to Lessor as provided for herein.

Lessee shall not alter any item of Equipment or install any accessory, equipment or device on an item of Equipment if that would impair any applicable warranty, the originally intended function or the value of that Equipment. All repairs, parts, accessories, equipment and devices furnished, affixed to or installed on any Equipment, excluding temporary replacements, shall thereupon become subject to the interest of Lessor therein.

ARTICLE VI

Section 6.01. Title to the Equipment. During each Lease Term, and so long as Lessee is not in default under Article XII hereof, all right, title and interest in and to each item of the Equipment shall be vested in Lessor as security for the obligations of Lessee hereunder. Lessee shall at all times protect and defend, at its own cost and expense, Lessor's title in and to the

Equipment from and against all claims, liens and legal processes of its creditors, and keep all Equipment free and clear of all such claims, liens and processes. Upon purchase of the Equipment under a Lease by Lessee pursuant to Section 10.01, Lessor shall transfer to Lessee title to the Equipment, as-is, without warranty of any kind other than as to the absence of liens created by or through Lessor, and shall execute and deliver to Lessee such documents as Lessee may reasonably request to evidence the transfer of Lessor's title and interest in the Equipment subject to the related Lease.

Section 6.02. Security Interest. As additional security for the payment of all of Lessee's obligations under each Lease, upon the execution of such Lease, Lessee grants to Lessor a security interest constituting a first lien on (a) the Equipment applicable to such Lease, (b) moneys and investments held from time to time in the Acquisition Fund and (c) any and all proceeds of any of the foregoing. Lessee agrees to execute and authorizes Lessor to file such notices of assignment, chattel mortgages, financing statements and other documents, in form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain Lessor's security interest in the Equipment, the Acquisition Fund and the proceeds thereof.

Section 6.03. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee shall keep the Equipment free of all levies, liens, and encumbrances except those created by each Lease. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and that the Equipment will therefore be exempt from all property taxes. If the use, possession or acquisition of any Equipment is nevertheless determined to be subject to taxation, Lessee shall pay when due all taxes and governmental charges lawfully assessed or levied against or with respect to such Equipment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee shall pay such taxes or charges as the same may become due; provided that, with respect to any such taxes or charges that may lawfully be paid in installments over a period of years, Lessee shall be obligated to pay only such installments as accrue during each Lease Term.

Section 7.02. Insurance. Lessee shall during each Lease Term maintain or cause to be maintained (a) casualty insurance naming Lessor and its assigns as additional insured and loss payee and insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State, and any other risks reasonably required by Lessor, in an amount at least equal to the then applicable Purchase Price of the Equipment; (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor; (c) worker's compensation coverage as required by the laws of the State, and (d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months; *provided* that, with Lessor's prior written consent, Lessee may self-

insure against the risks described in clause (a). Lessee shall furnish to Lessor evidence of such insurance or self-insurance coverage throughout each Lease Term. Lessee shall not cancel or modify such insurance or self-insurance coverage in any way that would affect the interests of Lessor without first giving written notice thereof to Lessor at least 30 days in advance of such cancellation or modification.

Section 7.03. Advances. In the event Lessee shall fail to keep the Equipment in good repair and working order, Lessor may, but shall be under no obligation to, maintain and repair the Equipment and pay the cost thereof. All amounts so advanced by Lessor shall constitute additional rent for the Lease Term and Lessee covenants and agrees to pay such amounts so advanced by Lessor with interest thereon from the due date until paid at the rate of 12% per annum or the maximum amount permitted by law, whichever is less.

ARTICLE VIII

Section 8.01. Damage, Destruction and Condemnation. Unless Lessee shall have exercised its option to purchase the Equipment by making payment of the Purchase Price as provided in the related Lease, if, prior to the termination of the applicable Lease Term, (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty or (b) title to, or the temporary use of, the Equipment or any part thereof shall be taken under the exercise or threat of the power of eminent domain by any governmental body or by any person, firm or corporation acting pursuant to governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award or sale under threat of condemnation to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to Lessee.

If Lessee elects to replace any item of the Equipment (the "*Replaced Equipment*") pursuant to this Section, the replacement equipment (the "*Replacement Equipment*") shall be of similar type, utility and condition to the Replaced Equipment and shall be of equal or greater value than the Replaced Equipment. Lessee shall represent, warrant and covenant to Lessor that each item of Replacement Equipment is free and clear of all claims, liens, security interests and encumbrances, excepting only those liens created by or through Lessor, and shall provide to Lessor any and all documents as Lessor may reasonably request in connection with the replacement, including, but not limited to, documentation in form and substance satisfactory to Lessor evidencing Lessor's title in the Replacement Equipment. Lessor and Lessee hereby acknowledge and agree that any Replacement Equipment acquired pursuant to this paragraph shall constitute "Equipment" for purposes of this Master Equipment Lease and the related Lease. Lessee shall complete the documentation of Replacement Equipment on or before the next Rent Payment date after the occurrence of a casualty event, or be required to exercise the Purchase Option with respect to the damaged equipment.

For purposes of this Article, the term "*Net Proceeds*" shall mean the amount remaining from the gross proceeds of any insurance claim or condemnation award or sale under threat of condemnation after deducting all expenses, including attorneys' fees, incurred in the collection thereof.

Section 8.02. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in Section 8.01, Lessee shall either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) pay or cause to be paid to Lessor the amount of the then applicable Purchase Price for the Equipment, and, upon such payment, the applicable Lease Term shall terminate and Lessor's interest in the Equipment shall terminate as provided in Article VI hereof. The amount of the Net Proceeds, if any, remaining after completing such repair, restoration, modification or improvement or after purchasing such Equipment and such other Equipment shall be retained by Lessee. If Lessee shall make any payments pursuant to this Section, Lessee shall not be entitled to any reimbursement therefor from Lessor nor shall Lessee be entitled to any diminution of the amounts payable under Article IV.

Notwithstanding anything to the contrary herein, Lessee's obligations under Article VIII shall be limited to the Net Proceeds of insurance or condemnation and other legally available funds and is subject in all respects to the provisions of Section 3.03 hereof. If Lessee's obligations under Section 7.02 to maintain property insurance is covered by self insurance, then Lessee hereby certifies that its self insurance program guarantees payment of the interest of Lessor for any loss or damage to the Equipment leased hereunder.

ARTICLE IX

Section 9.01. Disclaimer of Warranties. Lessor makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for use of the Equipment, or any other warranty or representation, express or implied, with respect thereto and, as to Lessor, Lessee's acquisition of the Equipment shall be on an "as is" basis. In no event shall Lessor be liable for any incidental, indirect, special or consequential damage in connection with or arising out of this Master Equipment Lease, any Lease, the Equipment or the existence, furnishing, functioning or Lessee's use of any item, product or service provided for in this Agreement or any Lease.

Section 9.02. Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during each Lease Term, so long as Lessee shall not be in default under the related Lease, to assert from time to time whatever claims and rights (including without limitation warranties) relating to the Equipment that Lessor may have against Vendor. Lessee's sole remedy for the breach of such warranty, indemnification or representation shall be against Vendor of the Equipment, and not against Lessor. Any such matter shall not have any effect whatsoever on the rights of Lessor with respect to any Lease, including the right to receive full and timely payments under a Lease. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or the availability of such warranties by Lessor of the Equipment.

ARTICLE X

Section 10.01. Purchase Option. Lessee shall have the option to purchase all of the Equipment listed in a Lease, upon giving written notice to Lessor at least 30, but not more than 120, days before the date of purchase, at the following times and upon the following terms:

(a) After 50% of the Lease Term has transpired (such date is referred to as the "Purchase Option Commencement Date"), on any Rental Payment dates subsequent thereto, upon payment in full to Lessor of the Rental Payments then due under such Lease, subject to a prepayment premium of 2% of the then outstanding principal balance of the Lease, any and all accrued interest; or

(b) In the event of substantial damage to or destruction or condemnation of substantially all of the Equipment listed in a Lease, on the day specified in Lessee's notice to Lessor of its exercise of the purchase option upon payment in full to Lessor of the Rental Payments then due under such Lease plus the then applicable Purchase Price; or

(c) Upon the expiration of the Lease Term, upon payment in full of all Rental Payments then due and all other amounts then owing under the Lease, and the payment of \$1.00 to Lessor.

After payment of the applicable Purchase Price, Lessee will own the related Equipment, and Lessor's right, title and interests in and to such Equipment will be transferred and terminated in accordance with Section 6.01.

ARTICLE XI

Section 11.01. Assignment by Lessor. Lessor's right, title and interest in and to Rental Payments and any other amounts payable by Lessee under any and all of the Leases, its interest in the Equipment subject to each such Lease, and all proceeds therefrom may be assigned and reassigned in whole or in part to one or more assignees or subassignees by Lessor, without the necessity of obtaining the consent of Lessee; *provided, however,* that any such assignment, transfer or conveyance whether to a trustee for the benefit of owners of certificates of participation or otherwise shall be made in a manner that conforms to any applicable State or federal law. Nothing in this Section 11.01 shall be construed, however, to prevent Lessor from executing any such assignment, transfer or conveyance that does not involve funding through the use of certificates of participation within the meaning of applicable State law, including any such assignment, transfer or conveyance as part of a multiple asset pool to a partnership or trust, interests in which are offered and sold in a private placement or limited offering only to investors whom Lessor reasonably believes are qualified institutional buyers or accredited investors within the meaning of the applicable federal securities law; *provided further, however,* that in any event, Lessee shall not be required to make Rental Payments, to send notices or to otherwise deal with respect to matters arising under a Lease with or to more than one individual or entity. No assignment, transfer or conveyance permitted by this Section 11.01 shall be effective until Lessee shall have received a written notice of assignment that discloses the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as trustee or paying agent for owners of certificates of participation, trust certificates or partnership

interests with respect to the Rental Payments payable under a Lease, it shall thereafter be sufficient that Lessee receives notice of the name and address of the bank or trust company as trustee or paying agent. During the term of each Lease, Lessee shall keep, or cause to be kept, a complete and accurate record of all such assignments in form necessary to comply with Section 149 of the Code. Lessee shall retain all such notices as a register of all assignees and shall make all payments to the assignee or assignees designated in such register. Lessee shall not have the right to and shall not assert against any assignee any claim, counterclaim or other right Lessee may have against Lessor or the Vendor. Assignments in part may include without limitation assignment of all of Lessor's interest in and to the Equipment listed in a particular Lease and all rights in, to and under the Lease related to such Equipment. The option granted in this Section may be separately exercised from time to time with respect to the Equipment listed in each Lease, but such option does not permit the assignment of less than all of Lessor's interests in the Equipment listed in a single Lease.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title, and interest in, to and under any Lease or any portion of the Equipment may be assigned or encumbered by Lessee for any reason.

ARTICLE XII

Section 12.01. Events of Default Defined. Any of the following events shall constitute an "Event of Default" under a Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under any Lease at the time specified herein;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subparagraph (a) above, for a period of 30 days after written notice specifying such failure and requesting that it be remedied is given to Lessee by Lessor, unless Lessor shall agree in writing to an extension of such time prior to its expiration; provided that, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to any Lease or its execution, delivery or performance shall prove to have been false, incorrect, misleading, or breached in any material respect on the date when made;

(d) Any default occurs under any other agreement for borrowing money or receiving credit equal to or greater than \$500,000.00 under which Lessee may be obligated as borrower, if such default consists of (i) the failure to pay any indebtedness when due or (ii) the failure to perform any other obligation thereunder and gives the holder of the indebtedness the right to accelerate the indebtedness;

(e) Lessee shall (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be

unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator or Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree shall continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default exists, Lessor shall have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may without terminating such Lease, collect each Rental Payment payable by Lessee pursuant to such Lease and other amounts payable by Lessee under such Lease as they become due and payable;

(b) With or without terminating the Lease Term under such Lease, Lessor may enter the premises where the Equipment listed in such Lease is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee pursuant to such Lease and other amounts related to such Lease or the Equipment listed therein that are payable by Lessee to the end of the Lease Term, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies under such Lease, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees), subject, however, to the provisions of Section 3.03. The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities under any other Lease or the Equipment listed therein;

(c) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under such Lease or as a secured party in any or all of the Equipment subject to such Lease; and

(d) by action pursuant to the California Code of Civil Procedure, or as otherwise provided by law, obtain the issuance of a writ of mandamus enforcing, for the entire balance of the remaining Lease Term, the duty of Lessee to appropriate and take all other administrative steps necessary for the payment of rents, and other amounts due hereunder.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under a Lease now or hereafter existing at law or in equity,

provided that Lessor shall have no right to accelerate any Rental Payment or otherwise declare any Rental Payment or other amount payable not then in default to be immediately due and payable. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Article it shall not be necessary to give any notice other than such notice as may be required in this Article.

Section 12.04. Application of Moneys. Any net proceeds from the exercise of any remedy under this Agreement, including the application specified in Section 12.02(b)(ii) (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorney's fees), shall be applied as follows:

(a) If such remedy is exercised solely with respect to a single Lease, Equipment listed in such Lease or rights thereunder, then to amounts due pursuant to such Lease and other amounts related to such Lease or such Equipment.

(b) If such remedy is exercised with respect to more than one Lease, Equipment listed in more than one Lease or rights under more than one Lease, then to amounts due pursuant to such Leases pro rata.

ARTICLE XIII

Section 13.01. Notices. All notices, certificates or other communications under any Lease shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, or delivered by overnight courier, or sent by facsimile transmission (with electronic confirmation) to the parties hereto at the addresses immediately after the signatures to this Agreement (or at such other address as either party hereto shall designate in writing to the other for notices to such party) and to any assignee at its address as it appears on the registration books maintained by Lessee.

Section 13.02. Release and Indemnification. To the extent permitted by law, but only from legally available funds, Lessee shall indemnify, protect, hold harmless, save and keep harmless Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of cause thereof, and all expenses in connection therewith (including, without limitation, counsel fees and expenses, penalties connected therewith imposed on interest received) arising out of or as a result of (a) the entering into of this Agreement or any Lease, (b) the ownership of any item of the Equipment, (c) the ordering, acquisition, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, use, condition, possession, storage or return of any item of the Equipment resulting in damage to property or injury to or death to any person, and/or (e) the breach of any covenant in a Lease or any material misrepresentation contained in a Lease. The indemnification arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all obligations under all Leases or the termination of the Lease Term under all Leases for any reason.

Section 13.03. Binding Effect. Each Lease shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.04. Severability. In the event any provision of any Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 13.05. Amendments, Changes and Modifications. Each Lease may only be amended by Lessor and Lessee in writing.

Section 13.06. Execution in Counterparts. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 13.07. Applicable Law. Each Lease shall be governed by and construed in accordance with the laws of the State.

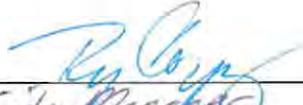
Section 13.08. Captions. The captions or headings in this Agreement and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement or any Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their names by their duly authorized representatives as of the date first above written.

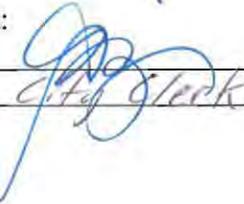
LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

LESSEE:
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

By _____
Title _____

By  _____
Title City Manager

(Seal)

Attest:
By  _____
Title City Clerk

ARBITRAGE AND TAX CERTIFICATE
(Non Escrow Transaction)

We, the undersigned of the City of Salinas (the "Issuer") do hereby certify that this Certificate is issued pursuant to Sections 1.141-1 through 1.141-16, 1.148-0 through 1.148-11, 1.150-1 and 1.150-2 of the Treasury Regulations (the "Regulations") promulgated pursuant to the Internal Revenue Code of 1986, as amended (the "Code"), to set forth the Issuer's reasonable expectations on the date of issue of the obligations of the Issuer under that certain Lease/Purchase Agreement (as hereinafter defined) and as to future events regarding the amount and use of the proceeds thereof.

The Lease/Purchase Agreement

1. Each of the undersigned is charged, together with other officials and officers, with the responsibility for entering into the \$969,759.00 Schedule of Property No. 1, dated as of August 15, 2012 (the "Schedule") between the Issuer and Banc of America Public Capital Corp, (the "Lessor"), which Schedule incorporates by reference the terms of that certain Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012 (the "Master Lease") by and between the Issuer and Banc of America Public Capital Corp (the Schedule and the Master Lease are collectively referred to herein as the "Lease/Purchase Agreement"). The Lease/Purchase Agreement is authorized pursuant to the laws of the State of California and a resolution adopted by the Issuer on Aug 15, 2012 (the "Resolution"). This certificate shall constitute a document related to the Lease/Purchase Agreement.

2. The Lease/Purchase Agreement is being entered into to finance the cost of certain Equipment described in the Lease/Purchase Agreement. As contemplated by the Lease/Purchase Agreement, the Lessor will fund the Equipment Cost to the vendors thereof and will lease the Equipment back to the Issuer, and the Issuer will agree to make rental payments under the Lease/Purchase Agreement (the "Rental Payments") to the Lessor. The Equipment will be used for a corporate and public purpose of the Issuer.

Proceeds

3. The Issuer will receive from the Lessor as a result of the financing of the Equipment as contemplated by the Lease/Purchase Agreement \$969,759.00 (the "Equipment Proceeds"). The Equipment Proceeds shall be immediately used for the acquisition of the Equipment or to reimburse the Issuer for the cost of purchasing the Equipment, which purchase did not occur more than sixty (60) days prior to the adoption of the Resolution by Issuer. No investment of the Equipment Proceeds is expected.

4. The total cost of the Equipment is anticipated to be equal to the Equipment Proceeds. It is not anticipated that any proceeds from the issue will be used to pay the expenses of issuing the Lease/Purchase Agreement obligations.

Equipment

5. The Equipment Proceeds and anticipated investment earnings on such proceeds do not exceed the amount necessary to complete the acquisition of the Equipment.

6. The Issuer represents that the Equipment will not be used in such a manner so as to cause the Lease/Purchase Agreement to constitute "private activity bonds" as defined in Section 141(a) of the Code and Sections 1.141-0 through 1.141-16 of the Regulations.

7. All Equipment financed by the Lease/Purchase Agreement will be owned by the Issuer in accordance with Section 141 of the Code. The Issuer represents and covenants that while the Lease/Purchase Agreement is in effect, it will not sell, lease or otherwise dispose of any portion of the Equipment, except that a portion of the Equipment may be disposed of in the normal course such as by reason of obsolescence and normal wear and tear; without providing to the Lessor an opinion of bond counsel that such sale, lease or other disposition will not adversely affect the exclusion of the interest portion of the Rental Payments made under the Lease/Purchase Agreement from the gross income of the Lessor for federal income tax purposes.

Yield

8. The Issuer represents that no other obligations of the Issuer (1) were or will be sold within 15 days of the lease of the Equipment as contemplated by the Lease/Purchase Agreement; (2) are being sold pursuant to a plan of financing common with the sales contemplated by the Lease/Purchase Agreement; and (3) are payable from substantially the same source of funds as the Lease/Purchase Agreement.

9. For purposes of this Certificate, "yield" means yield computed by the actuarial method using a 360-day year and semi-annual compounding, resulting in a discount rate which, when used in computing the present worth of all payments of principal and interest to be paid on an obligation, produces an amount equal to the issue price, fair market value, present value or purchase price thereof, as applicable, and is determined in all respects in accordance with Section 148 of the Code and the Regulations.

10. As of the Closing Date, the Issuer expects that the purchase price of \$960,000.00 is the issue price of the obligations under the Lease/Purchase Agreement to the public (excluding bond houses, brokers and other intermediaries). Based upon such price, the Issuer expects the yield on the Lease/Purchase Agreement to be computed as 3.00%.

Arbitrage Certifications

11. There are no funds or accounts established with respect to the Lease/Purchase Agreement or the Equipment. No sinking fund has been established in connection with the payment of the principal of and interest under the Lease/Purchase Agreement, and no other similar fund or reserve or replacement fund has or will be created or established, nor does the Issuer expect to create or establish such a fund. The Issuer will pay Rental Payments directly to the Lessor on the due dates thereof.

12. The Lease/Purchase Agreement has a weighted average maturity of _____ years. As of the Closing Date, the Issuer expects that the term of the Lease/Purchase Agreement is not longer than reasonably necessary for the governmental purpose of the Lease/Purchase Agreement. As of the Closing Date, the Issuer does not expect to have available amounts (within the meaning of Section 1.148-1(c)(4) of the Regulations) during the period in which the Lease/Purchase Agreement is in effect.

13. The Issuer acknowledges its rebate obligations under Section 148 of the Code. The Issuer will maintain such records as to the investments and earnings on the Equipment Proceeds as may be necessary and appropriate to determine the amount, if any, that it is required to rebate to the U.S. Treasury because the earnings on such investments exceed the amount that would have been earned if such proceeds had been invested at the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement. In the event that the Issuer invests any of the Equipment Proceeds or any investment proceeds in investments that have a yield in excess of 3.00%, the Issuer agrees to retain a rebate advisor to assist the Issuer in complying with Section 148 of the Code. The Issuer will make the calculations of its liability, file such reports and make any required payments at the time or times as are now or may hereafter be prescribed under Section 148 (or a successor provision) of the Code.

14. Except as expressly permitted hereunder, the Issuer will not use any gross proceeds of the Lease/Purchase Agreement to acquire investments with a yield considered as a class higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement or to replace funds which are used to directly or indirectly acquire investments with a yield higher than the yield payable as the interest portion of the Rental Payments on the Lease/Purchase Agreement.

15. The Lease/Purchase Agreement is not and will not be part of a transaction or series of transactions that attempts to circumvent the provisions of Section 148 of the Code or the Regulations (a) enabling the Issuer to exploit the difference between tax-exempt and taxable interest rates to gain a material financial advantage; or (b) overburdening the market for tax-exempt obligations.

Miscellaneous

16. The Lease/Purchase Agreement will not be federally guaranteed within the meaning of Section 149(b) of the Code.

17. The Issuer shall file or cause to be filed, the requisite Form 8038-G on or before the 15th day of the second month after the calendar quarter in which the Lease/Purchase Agreement is executed. The Issuer has reviewed the Form 8038-G prepared for the Lease/Purchase Agreement and all of the information contained therein is, to the best of the Issuer's knowledge, true and complete.

18. At least 85% of the net Equipment Proceeds of the Lease/Purchase Agreement will be allocated to expenditures for the Project no later than three years from the date hereof and therefore not more than 50% of the proceeds of the Lease/Purchase Agreement will be invested

in nonpurpose investments (as defined in Section 148(f)(6)(A) of the Code) having a substantially guaranteed yield for four years or more.

19. The Issuer has not received notice of deficiency or other notice from the Internal Revenue Service, the Department of Treasury or any other governmental agency or department challenging or questioning in any way the status of the interest portion of the Rental Payments as being excludable from gross income for federal income tax purposes, nor has the Issuer been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer that may not enter into the type of lease/purchase transaction as contemplated here.

On the basis of the foregoing facts, estimates and circumstances in existence on the date hereof it is not expected that the proceeds of the Lease/Purchase Agreement will be used in a manner that would cause the Lease/Purchase Agreement to be "arbitrage bonds" under Section 148 of the Code and the Regulations. To the best of our knowledge and belief there are no other facts, estimates or circumstances which would materially change such expectations.

Dated this 15th day of August, 2012 the same being the date of delivery of and payment for the Lease/Purchase Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands.

City of Salinas

By: _____

Name: _____

Title: _____

SCHEDULE OF PROPERTY NO. 1

Re: Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Salinas, as Lessee

1. *Defined Terms.* All terms used herein have the meanings ascribed to them in the above-referenced Master Equipment Lease/Purchase Agreement (the “*Master Equipment Lease*”).

2. *Equipment.* The following items of Equipment are hereby included under this Schedule of the Master Equipment Lease.

Quantity	Description	Location
210	Portable, XG-100P, 136-870MHz, Immersible Radios	1590 Moffett Street Salinas, CA 93905
210	Feature Package, P25 Trunk, P25 Conv	1590 Moffett Street Salinas, CA 93905
210	Feature Package, P25 Encryption	1590 Moffett Street Salinas, CA 93905
210	Feature, Conv Vote Scan	1590 Moffett Street Salinas, CA 93905

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Acquisition Fund Custodian, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Term Estate in the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment date in the “Purchase Price” column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse

change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Acquisition Amount.* The Acquisition Amount for the Equipment described in this Schedule to be paid to the Vendor or reimbursed to the Lessee is \$969,759.00.

7. *Lease Term.* The Lease Term shall consist of sixty (60) months, ending on August 15, 2017.

8. *Purchase Option Commencement Date.* For purposes of Section 10.01 of the Lease, the Purchase Option Commencement Date is August 15, 2012.

Dated: August 15, 2012

LESSOR:
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

LESSEE:
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

By _____

By _____

Title _____

Title City Manager

(Seal)

Attest:

By _____

Title City Clerk

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion 3.00%	Principal Portion	Balance
0	8/15/2012	-	-	-	969,759.00
1	2/15/2013	105,155.02	14,546.39	90,608.63	879,150.37
2	8/15/2013	105,155.02	13,187.26	91,967.76	787,182.60
3	2/15/2014	105,155.02	11,807.74	93,347.28	693,835.32
4	8/15/2014	105,155.02	10,407.53	94,747.49	599,087.83
5	2/15/2015	105,155.02	8,986.32	96,168.70	502,919.13
6	8/15/2015	105,155.02	7,543.79	97,611.23	405,307.89
7	2/15/2016	105,155.02	6,079.62	99,075.40	306,232.49
8	8/15/2016	105,155.02	4,593.49	100,561.53	205,670.96
9	2/15/2017	105,155.02	3,085.06	102,069.96	103,601.00
10	8/15/2017	105,155.02	1,554.02	103,601.00	0.00
TOTAL		1,051,550.20	81,791.20	969,759.00	

Prepayment Premium for purposes of Section 10.01(a) is 2%.

For purposes of this Lease, "Taxable Rate," with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.344 %.

LESSEE:
City of Salinas

By 
Title City Manager

ACCEPTANCE CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated August 15, 2012, to Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Salinas, as Lessee.

Ladies and Gentlemen:

In accordance with the Master Equipment Lease/Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) listed in the above-referenced Schedule of Property (the "Schedule") has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 7.02 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

Date: August 15, 2012

LESSEE:
City of Salinas

By 
Title City Manager

(Seal)

CERTIFICATE

The undersigned, the duly elected and acting _____ City Clerk or Deputy of City Clerk of City of Salinas ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and that the facsimile signatures are true and correct as of the date hereof;

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver the Master Equipment Lease/Purchase Agreement dated as of June 1, 2012 and the Schedule(s) thereunder and all future Schedule(s) (the "*Agreements*") by and between Lessee and Banc of America Public Capital Corp and these Agreements are binding and authorized Agreements of Lessee, enforceable in all respects in accordance with their terms.

Name of Official	Title	Signature
<u>Ray E Corpuz, Jr.</u>	<u>City Manager</u>	<u></u>
<u>Matt N. Pressey</u>	<u>Finance Director</u>	<u></u>
_____	_____	_____

Dated August 15, 2012

By 

Title City Clerk

(The signer of this Certificate cannot be listed above as authorized to execute the Agreements.)



City of Salinas

Office of the City Attorney - 200 Lincoln Avenue, Salinas, California 93901 - (831) 758-7256 - Fax (831) 758-7257

Vanessa W. Vallarta, City Attorney
Christopher A. Callihan, Asst. City Attorney

August 14, 2012

OPINION OF COUNSEL TO LESSEE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Schedule of Property No. 1, dated August 15, 2012, to Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Salinas, as Lessee

Ladies and Gentlemen:

As City Attorney and legal counsel to City of Salinas ("*Lessee*"), I have examined (a) an executed counterpart of a certain Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, and Exhibits thereto by and between Banc of America Public Capital Corp ("*Lessor*") and Lessee (the "*Agreement*"), and an executed counterpart of Schedule of Property No. 1, dated August 15, 2012, by and between Lessor and Lessee (the "*Schedule*"), which, among other things, provides for the lease of certain property listed in the Schedule (the "*Equipment*"), (b) an executed counterpart of the resolution of Lessee which, among other things, authorize Lessee to execute the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinions. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Rental Payment Schedule attached to the Schedule are herein referred to collectively as the "*Lease*". Based on the foregoing, I am of the following opinions:

1. Lessee is a charter city and municipal corporation, duly organized and existing under the laws of the State, and is a political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code of 1986, as amended (the "*Code*") and the obligations of Lessee under the Agreement will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code;
2. Lessee has the requisite power and authority to lease and acquire the Equipment and to execute and deliver the Lease and to perform its obligations under the Lease;
3. The Lease has been duly authorized, approved, executed and delivered by and on behalf of Lessee and the Lease is a valid and binding obligation of Lessee enforceable in accordance with its terms;

4. The authorization, approval, execution and delivery of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable state or federal laws; and

5. There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor and its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Rental Payments, are entitled to rely on this opinion.

Sincerely,



VANESSA W. VALLARTA
City Attorney

ESSENTIAL USE/SOURCE OF FUNDS CERTIFICATE

Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Re: Master Equipment Lease/Purchase Agreement dated June 1, 2012,
between Banc of America Public Capital Corp ("*Lessor*") and City of
Salinas ("*Lessee*") and Schedule of Property No. 1 dated August 15, 2012

This certificate confirms and affirms that the Equipment described in the Agreement referenced above is essential to the functions of Lessee or to the services Lessee provides its citizens. Further, Lessee has an immediate need for, and expects to make immediate use of, substantially all such Equipment, which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of its authority.

Lessee expects and anticipates adequate funds to be available for all future payments or rent due after the current budgetary period.

Signature 
Name Ray E. Corpuz, Jr.
Title City Manager

BILLING INFORMATION FORM

You will help us provide a more efficient service to you by completing the information requested below:

1. Billing Address (the location where you want Lessor to send your invoice for rent installments):

Name: **CITY OF SALINAS**

Attn: Beth Mariano

Address (a): 200 Lincoln Ave.

Address (b): _____

City: Salinas, CA 93901

State: CA

Zip Code (9 digits): 93906

Phone: (831) 758-7423 Fax: (831) 758-7420

(a) Use for street address, Post Office Box, division, attention of, etc.

(b) Use only if (a) is not sufficient.

2. Accounts Payable Supervisor:

Name: Miguel Gutierrez

Telephone: (831) 758-7317

3. Sales Tax:

Exempt Non-exempt (if exempt, provide exemption certificate)

4. Property Tax:

Exempt Non-exempt

5. Lessee's Rental Payment Method:

By Check

By Wire Transfer _____ (if you elect this, we will provide you with wire transfer instruction)

By Automatic Debit (ACH) _____ (if you elect this, please complete the attached form)

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)

▶ See separate instructions.

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Salinas		2 Issuer's employer identification number (EIN) 94-6000412	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Matt N. Pressey		3b Telephone number of other person shown on 3a 831-758-7420	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
200 Lincoln Avenue		3	
6 City, town, or post office, state, and ZIP code Salinas, CA 93901		7 Date of issue 8/13/2012	
8 Name of issue 2012 Salinas Equipment Lease/Purchase		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Matt N. Pressey, Finance Director		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.	
11 Education	11
12 Health and hospital	12
13 Transportation	13
14 Public safety	14 969,759
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ▶	18
19 If obligations are TANs or RANs, check only box 19a ▶ <input type="checkbox"/>	
If obligations are BANs, check only box 19b ▶ <input type="checkbox"/>	
20 If obligations are in the form of a lease or installment sale, check box ▶ <input type="checkbox"/>	

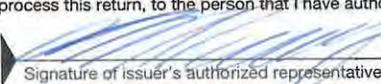
Part III Description of Obligations. Complete for the entire issue for which this form is being filed.				
21	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity
	8/15/2017	\$ 969,759	\$	5 years
				3 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23 969,759
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to currently refund prior issues	27
28 Proceeds used to advance refund prior issues	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶	5 years
32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶	years
33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶	
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a	
b	Enter the final maturity date of the GIC ▶ _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool obligation ▶ _____		
c	Enter the EIN of the issuer of the master pool obligation ▶ _____		
d	Enter the name of the issuer of the master pool obligation ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement ▶ _____		
b	Enter the date the official intent was adopted ▶ _____		

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	 Signature of issuer's authorized representative	Date	Matt N. Pressey, Finance Director Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed PTIN
	Firm's name ▶	Firm's EIN ▶		
	Firm's address ▶	Phone no. ▶		

RESOLUTION NO. 20194 (N.C.S.)

A RESOLUTION OF THE SALINAS CITY COUNCIL APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF A MASTER EQUIPMENT LEASE/PURCHASE AGREEMENT WITH BANC OF AMERICA PUBLIC CAPITAL CORPORATION, AND AUTHORIZING PURSUANT THERETO THE ACQUISITION OF PUBLIC SAFETY RADIOS AND RELATED EQUIPMENT AND APPROVING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City of Salinas (the "City") is a chartered city (a public body, corporate and politic) duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the City Charter and the Constitution and laws of the State of California; and

WHEREAS, the City of Salinas has worked in partnership with the County of Monterey, and other local governmental agencies in Monterey County to establish a state of the art public safety, and first responder radio communications network; and

WHEREAS, a funding agreement with the participating entities was approved by City Council on March 24, 2009 and signed by the Mayor; and

WHEREAS, during a competitive bid process the negotiations team has worked with the selected vendor, Harris Corporation, to deliver substantial discounts including a discount for a minimum aggregate purchase of subscriber radios; and

WHEREAS, a funding addendum was approved by City Council on November 9, 2010 that committed to the purchase of subscriber radios by June 30, 2012; and

WHEREAS, in order to acquire and finance the equipment, the City Council desires to enter into a Master Equipment Lease/Purchase Agreement (the "Master Lease") with Banc of America Public Capital Corporation (the "Lessor"), pursuant to which the City will be enabled to enter into individual leases of equipment ("Leases") which will allow the City to acquire, lease, and ultimately obtain full legal title to the equipment in exchange for the City's rental payments to the Lessor (the "Rental Payment"); and

WHEREAS, there has been prepared and submitted to this meeting a draft form of the Master Lease, which draft form sets forth the terms and conditions of the Leases; and

WHEREAS, the City is authorized to undertake all of the above pursuant to applicable laws of the State of California; and

WHEREAS, the City now desires to authorize the execution of such Master Lease, and any and all ancillary documents relating thereto and to the performance of such acts as may be necessary or desirable to effect the execution of the Master Lease and any Leases, and the acquisition of the Equipment;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF SALINAS,
as follows:

Section 1. The City hereby determines the above findings are true and correct.

Section 2. The form of Master Lease, a copy of which is on file with the City Clerk, is hereby approved, together with its exhibits. The City Manager or his written designee are each hereby authorized and directed to execute and deliver the Master Lease in the form presented at this meeting with such changes insertions and omissions as may be approved by the City Manager and City Attorney, said execution being conclusive evidence of such approval.

Section 3. The City Manager (or his written designee) and Finance Director are hereby authorized and directed to acquire the equipment and to finance such acquisition pursuant to the Master Lease and to the Leases to be executed thereunder. The City Manager and Finance Director are authorized to execute such Leases from time to time as necessary, and take any and all steps necessary to obtain full legal title to the equipment as soon as practicable and in accordance with the terms of the Master Lease. The maximum cost of the equipment so financed by and leased pursuant to the Master Lease shall not exceed Three Million Dollars (\$3,000,000), the maximum applicable interest rate attributable to the interest component of lease payment shall not exceed 3% and the maximum term of any lease shall not exceed 7 years from the date of acquisition.

Section 4. The City Manager and the Finance Director of the City, acting singly, are hereby authorized and directed to execute and deliver any and all documents and instruments relating to the Master Lease and the acquisition of the Equipment, and to do and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by the Master Lease and this Resolution and any related agreements, including but not limited to execution of agreements and certificates, obtaining opinions and reports, and purchase of insurance relating to the Equipment.

Section 5. This Resolution shall take effect immediately upon its adoption.
PASSED AND ADOPTED this 15th day of May 2012, by the following vote:

AYES: Councilmembers: Barrera, Craig, De La Rosa, Lutes, McShane, Sanchez and Mayor Donohue

NOES: None

ABSENT: None

ABSTAINED: None



Dennis Donohue, Mayor

ATTEST:



Patricia Barajas, City Clerk

This is to certify that the foregoing is a full, true, and correct copy of Resolution No. 20194 (N.C.S.) as regularly adopted by the Salinas City Council on 5/15/12, as appears of record in my office.

Dated 8/13/12 City Clerk 

Matt Pressey

From: Matt Pressey
Sent: Wednesday, September 28, 2011 11:45 AM
To: Matt Pressey
Subject: Rabobank Wire Instructions

Here are the City of Salinas wire instructions:

Bank:
Rabobank, N.A.
301 Main Street
Salinas, CA 93901

Account Name: City of Salinas – General Checking
Routing Number: 122238420
Account Number: 066001132

Matt N. Pressey, CPA
Finance Director
City of Salinas
831-758-7420
mattp@ci.salinas.ca.us



City of Salinas

Finance Department • 200 Lincoln Avenue • Salinas, California 93901 • (831) 758-7212

August 14, 2012

Ms. Eileen Harwell
Banc of America Public Capital Corp
555 California Street, 4th Floor
San Francisco, California 94104

Subject: Master Equipment Lease/Purchase Agreement – Schedule of Property No. 1 Invoice

Dear Ms. Harwell:

Please accept this letter as confirmation that the City of Salinas is not able to send Banc of America Public Capital Corp the original invoice, documenting the equipment property listed in Schedule of Property No. 1 dated June 1, 2012, reflecting the \$969,759 of specific equipment purchased and financed under the Master Equipment Lease/Purchase Agreement. The original invoice must stay in the City's position as support of this purchase.

However, a copy of the original invoice is attached.

Thank you for bring this issue to my attention.

Sincerely,

Matt N. Pressey, CPA
Finance Director
City of Salinas

Attached: Copy of original invoice



Harris Corporation
 221 Jefferson Ridge Parkway
 Lynchburg, VA 24501
 Federal ID#:34-0276860

Remit Payment To: (include Invoice No., Customer No. & Our Contract No.)	
Mail To: Harris Corporation Dept 1013 PO Box 121013 Dallas TX 75312-1013 United States	Electronic Funds Transfer To: Harris Corporation Mellon Bank Account #: 001-7128 Routing #: 043000261 SWIFT Code: MELNUS3P
GO GREEN! Make payments online at PAYMENTS.HARRIS.COM	
Harris Billing Dept. Contact: Bill: Tucker Hoskins Bill Phone Number: 434-455-9266	

Customer Purchase Order Monterey CA	Our Contract No. 0000000591	Customer No. 34316	Payment Terms Net 30	A charge of 1 1/2% per month of the invoice total will be levied if not paid within the payment terms indicated.	Invoice Number S000000128	Invoice Date 6/29/2012
Bill To Address Monterey County Telecommunications 1322 Natividad Road Salinas CA 93906 United States				Ship To Address (if other than Bill To) 1590 Moffett Street Salinas, CA 93905 USA		

Notes:
Reference PO 120530-057

Item No.	Description	Quantity	Unit Price	Extended Amount
	Invoice SO#375820 (Shipment 1) Please see attached document with itemized list <i>8066-66570-9344</i> <i>66575-9344</i>	1.00	2,587,940.90	2,587,940.90
			Total Amount	2,587,940.90 USD

This is a list of goods and/or services rendered as of this date which were furnished expressly conditional upon your assent to the contract terms and conditions and your receipt and acceptance of the goods shipped or services hereunder constitutes your assent to such terms. Claims for goods in transit should be filed immediately with the delivering carrier by the Purchaser. You must obtain our authorization before returning any merchandise.

PO #	SO #	Part Number	Description	Quantity	Unit Price	Extended Amount
120530-057	375820	XP-100F	Portable,XG-100P,136-870MHz,immersible	210	2,507.40	526,554.00
120530-057	375820	XPPL4B	Feature Package,P25 Trunk, P25 Conv	210	1,456.00	305,760.00
120530-057	375820	XPPL4C	Feature Package,P25 Encryption	210	486.50	102,165.00
120530-057	375820	XPPL4E	Feature,Conv Vote Scan	210	168.00	35,280.00
120530-057	375820	XPPL5K	Feature,P25 OTAP ProFile	210	185.50	38,955.00
120530-057	375820	XPPA3A	Battery,Li-Polymer	210	98.00	20,580.00
120530-057	375820	XPNC8C	6" Antenna,Unity,160-870 MHz,Helical	210	70.00	14,700.00
120530-057	375820	XPAE9N	Speaker Microphone,IS	210	112.00	23,520.00
120530-057	375820	XPHC3D	Case,Leather,Full,3in Loop	222	42.00	9,324.00
120530-057	375820	XPHC3L	Belt Clip,Metal	50	17.50	875.00
120530-057	375820	XPAE6G	Microphone,Palm,2 Wire,Black	25	150.50	3,762.50
120530-057	375820	XPAE3Z	Earphone,Lapel Microphone	222	45.50	10,101.00
120530-057	375820	XPNC8C	6" Antenna,Unity,160-870 MHz,Helical	20	70.00	1,400.00
120530-057	375820	XPPA3A	Battery,Li-Polymer	30	98.00	2,940.00
120530-057	375820	XPCH4A	Charger,1-Bay,Unity Portable	230	98.00	22,540.00
120530-057	375820	XPCH4B	Charger, 6-Bay	16	525.00	8,400.00
120530-057	375820	XPCH4J	Charger,VC4000,Unity	6	122.50	735.00
120530-057	375820	XPPA2H	BATTERY,AA CLAMSHELL	105	35.00	3,675.00
120530-057	375820	XPHC3A	Case,Leather,Full,T-Strap	5	42.00	210.00
120530-057	375820	XPHC3L	Belt Clip,Metal	12	17.50	210.00
120530-057	375820	XPAE9N	Speaker Microphone,IS	5	112.00	560.00
120530-057	375820	XPNC8C	6" Antenna,Unity,160-870 MHz,Helical	5	70.00	350.00
120530-057	375820	XPPA3A	Battery,Li-Polymer	80	98.00	7,840.00
120530-057	375820	XPCH4A	Charger,1-Bay,Unity Portable	5	98.00	490.00
120530-057	375820	XPCH4B	Charger, 6-Bay	9	525.00	4,725.00
120530-057	375820	XPCH4J	Charger,VC4000,Unity	25	122.50	3,062.50
120530-057	375820	XPCH3A	Cable,USB,Programming	3	119.00	357.00
120530-057	375820	XP-100F	Portable,XG-100P,136-870MHz,Immersion	75	2,507.40	188,055.00
120530-057	375820	XPPL4B	Feature Package,P25 Trunk, P25 Conv	75	1,456.00	109,200.00
120530-057	375820	XPPL4E	Feature,Conv Vote Scan	75	168.00	12,600.00
120530-057	375820	XPPL5K	Feature,P25 OTAP ProFile	75	185.50	13,912.50
120530-057	375820	XPNC8C	6" Antenna,Unity,160-870 MHz,Helical	75	70.00	5,250.00
120530-057	375820	XPAE9N	Speaker Microphone,IS	75	112.00	8,400.00
120530-057	375820	XPHC3A	Case,Leather,Full,T-Strap	75	42.00	3,150.00
120530-057	375820	XP-100F	Portable,XG-100P,136-870MHz,Immersion	30	2,507.40	75,222.00
120530-057	375820	XPPL4B	Feature Package,P25 Trunk, P25 Conv	30	1,456.00	43,680.00
120530-057	375820	XPPL4C	Feature Package,P25 Encryption	30	486.50	14,595.00
120530-057	375820	XPPL4E	Feature,Conv Vote Scan	30	168.00	5,040.00
120530-057	375820	XPPL5K	Feature,P25 OTAP ProFile	30	185.50	5,565.00
120530-057	375820	XPNC8C	6" Antenna,Unity,160-870 MHz,Helical	30	70.00	2,100.00
120530-057	375820	XPAE9N	Speaker Microphone,IS	30	112.00	3,360.00
120530-057	375820	XPHC3A	Case,Leather,Full,T-Strap	30	42.00	1,260.00
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	4	2,367.40	9,469.60
120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	4	1,456.00	5,824.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	4	185.50	742.00
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	4	168.00	672.00
120530-057	375820	XMPL4C	Feature Package,P25 Encryption	4	486.50	1,946.00
120530-057	375820	XMZN8K	Desktop Station,CS-7000,Local Control	4	1,396.50	5,586.00
120530-057	375820	XMCP9H	Control Unit,CH721,System,Front Mount	4	553.00	2,212.00
120530-057	375820	XMMA6P	Bracket Kit,Rack Mount,CS7000	4	112.00	448.00
120530-057	375820	XMMC7Y	Microphone,Desktop	4	91.00	364.00
120530-057	375820	XMAN6J	Antenna,Flex,Multi-Band,136-870MHz 0dB	4	157.50	630.00
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	81	2,367.40	191,759.40

\$969,759

120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	81	1,456.00	117,936.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	81	185.50	15,025.50
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	81	168.00	13,608.00
120530-057	375820	XMPL4C	Feature Package,P25 Encryption	81	486.50	39,406.50
120530-057	375820	XMCP9R	Control Unit,CH100,Touch Screen,Remote	81	1,048.60	84,936.60
120530-057	375820	XMZN9A	Accessories,Unity,CH100,Remote Mount	81	252.00	20,412.00
120530-057	375820	XMMC7Z	MICROPHONE,STANDARD,CH721 CONTROL UNIT	81	56.00	4,536.00
120530-057	375820	XMCP9R	Control Unit,CH100,Touch Screen,Remote	6	1,048.60	6,291.60
120530-057	375820	XMZN9A	Accessories,Unity,CH100,Remote Mount	6	252.00	1,512.00
120530-057	375820	XMCP9R	Control Unit,CH100,Touch Screen,Remote	15	1,048.60	15,729.00
120530-057	375820	XMZN9A	Accessories,Unity,CH100,Remote Mount	15	252.00	3,780.00
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	8	2,367.40	18,939.20
120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	8	1,456.00	11,648.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	8	185.50	1,484.00
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	8	168.00	1,344.00
120530-057	375820	XMPL4C	Feature Package,P25 Encryption	8	486.50	3,892.00
120530-057	375820	XMCP9F	Control Unit,CH721,System,Remote Mount	8	577.50	4,620.00
120530-057	375820	XMZN7R	Accessories,Unity,Remote Mount	8	252.00	2,016.00
120530-057	375820	XMMC7Z	MICROPHONE,STANDARD,CH721 CONTROL UNIT	8	56.00	448.00
120530-057	375820	XMANGJ	Antenna,Flex,Multi-Band,136-870MHz OdB	8	157.50	1,260.00
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	15	2,367.40	35,511.00
120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	15	1,456.00	21,840.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	15	185.50	2,782.50
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	15	168.00	2,520.00
120530-057	375820	XMCP9R	Control Unit,CH100,Touch Screen,Remote	15	1,048.60	15,729.00
120530-057	375820	XMZN9A	Accessories,Unity,CH100,Remote Mount	15	252.00	3,780.00
120530-057	375820	XMMC9C	Microphone,DTMF,CH-721 Control Unit	15	143.50	2,152.50
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	32	2,367.40	75,756.80
120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	32	1,456.00	46,592.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	32	185.50	5,936.00
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	32	168.00	5,376.00
120530-057	375820	XMPL4C	Feature Package,P25 Encryption	32	486.50	15,568.00
120530-057	375820	XMCP9R	Control Unit,CH100,Touch Screen,Remote	32	1,048.60	33,555.20
120530-057	375820	XMZN9A	Accessories,Unity,CH100,Remote Mount	32	252.00	8,064.00
120530-057	375820	XMMC9C	Microphone,DTMF,CH-721 Control Unit	32	143.50	4,592.00
120530-057	375820	XM-100F	Mobile,XG-100M,136-870MHz,Unencrypted	10	2,367.40	23,674.00
120530-057	375820	XMPL4B	Feature Package,P25 Trunk, P25 Conv	10	1,456.00	14,560.00
120530-057	375820	XMPL5K	Feature,P25 OTAP ProFile	10	185.50	1,855.00
120530-057	375820	XMPL4E	Feature,Conv Vote Scan	10	168.00	1,680.00
120530-057	375820	XMPL4C	Feature Package,P25 Encryption	10	486.50	4,865.00
120530-057	375820	XMCP9H	Control Unit,CH721,System,Front Mount	10	553.00	5,530.00
120530-057	375820	CA-009562-030	Cable Assembly,CAN,30 ft Straight-Right	13	80.50	1,046.50
120530-057	375820	FM-017262-001	D-Swivel,PS300/PS400/P7300	6	7.00	42.00
120530-057	375820	19A703965P2	Filter,RF Interference	8	168.00	1,344.00
120530-057	375820	198802554P24	Cable,Mcycle Acc	8	119.00	952.00
120530-057	375820	CA-012349-002	Cable,Motorcycle Accessory,M7300	8	73.50	588.00
120530-057	375820	188D6556G1	Kit,Microphone Hanger	8	42.00	336.00
120530-057	375820	CM-022218-AES102	Software,VIP App w/AES Encry	2	7,704.00	15,408.00
120530-057	375820	CA-009562-030	Cable Assembly,CAN,30 ft Straight-Right	4	80.50	322.00
120530-057	375820	CA-012349-001	Cable,Options,M7300/5300	11	133.00	1,463.00
120530-057	375820	XMMC7Y	Microphone,Desktop	3	91.00	273.00
120530-057	375820	XMZN8K	Desktop Station,CS-7000,Local Control	3	1,396.50	4,189.50
120530-057	375820	XMMA6P	Bracket Kit,Rack Mount,CS7000	10	112.00	1,120.00
				TOTAL		2,587,940.90



Harris Corporation PSPC
 221 Jefferson Ridge Parkway
 Lynchburg, VA 24501
 Federal ID#:34-0276860

Remit Payment To: (include Invoice No., Customer No. & Our Contract No.)	
Mail To: Harris Corporation PSPC 8058 PO Box 7247 Philadelphia PA 19170-8058 United States	Electronic Funds Transfer To: Harris Corporation PSPC CitiBank - PSPC Account #: 30886623 SWIFT Code: CITIUS33
GO GREEN! Make payments online at PAYMENTS.HARRIS.COM	
Harris Billing Dept. Contact: Bill: Tucker Hoskins Bill Phone Number: 434-455-9266	

Customer Purchase Order Monterey CA	Our Contract No. 0000000591	Customer No. 34396	Payment Terms Net 30	A charge of 1 1/2% per month of the invoice total will be levied if not paid within the payment terms indicated.	Invoice Number S000000158	Invoice Date 7/26/2012
Bill To Address Monterey County Telecommunications 1322 Natividad Road Salinas, CA 93906				Ship To Address (if other than Bill To) 1590 Moffett Street Salinas, CA 93905 USA		

Notes:

Item No.	Description	Quantity	Unit Price	Extended Amount
	Trade in Allowance Credit (SO# 375820)	1.00	-186,000.00	-186,000.00
	<u>PLEASE REVIEW THE REMIT TO ADDRESS LISTED ON THIS INVOICE</u> <u>PLEASE ENSURE YOUR RECORDS AGREE TO AVOID PAYMENT DELAY</u>			
	Taxes (SO# 375820)			186,150.52
			Total Amount	150.52 USD

This is a list of goods and/or services rendered as of this date which were furnished expressly conditional upon your assent to the contract terms and conditions and your receipt and acceptance of the goods shipped or services hereunder constitutes your assent to such terms. Claims for goods in transit should be filed immediately with the delivering carrier by the Purchaser. You must obtain our authorization before returning any merchandise.

SCHEDULE OF PROPERTY NO. 4

Re: Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012, between Banc of America Public Capital Corp, as Lessor, and City of Salinas, as Lessee

1. *Subject to Appropriation Schedule of Property.* The parties intend this Schedule to be structured as an annual appropriation lease obligation, rather than an abatement lease obligation. To accomplish this, the above-referenced Master Equipment Lease/Purchase Agreement (the “*Master Equipment Lease*”), shall be deemed amended solely for the purposes of this Schedule, as follows:

A. The following changes are hereby made to Section 1.01 of the Master Equipment Lease:

(i) The following shall be inserted in lieu of the definition for “Lease Term:”

“*Lease Term*” means the Scheduled Term upon its expiration or as terminated as provided in Section 3.03.

(ii) The dollar amount in the definition of “Maximum Equipment Cost” shall be changed from \$3,000,000.00 to \$9,500,000.00.

(iii) The following shall be inserted in lieu of the definition for “Acquisition Fund” and all references in the Master Equipment Lease to “Acquisition Fund” shall be replaced with “Escrow Account:”

“*Escrow Account*” means the fund established and held by the Escrow Agent pursuant to the Escrow Agreement.

(iv) The following shall be inserted in lieu of the definition for “Acquisition Fund Agreement” and all references in the Master Equipment Lease to “Acquisition Fund Agreement” shall be replaced with “Escrow Agreement:”

“*Escrow Agreement*” means the Escrow and Account Control Agreement in form and substance acceptable to and executed by Lessee, Lessor and the Escrow Agent, pursuant to which an Escrow Account is established and administered.

(v) The following shall be inserted in lieu of the definition for “Acquisition Fund Custodian” and all references in the Master Equipment Lease to “Acquisition Fund Custodian” shall be replaced with “Escrow Agent:”

“*Escrow Agent*” means the Escrow Agent identified in the Escrow Agreement, and its successors and assigns.

(vi) The following definitions shall be inserted alphabetically in Section 1.01:

“*Acquisition Period*” means, with respect to each Lease for which an Escrow Account is established, that period identified in the related Schedule during which the Lease Proceeds attributable to such Lease may be expended on Equipment Costs pursuant to the related Escrow Agreement.

“*Original Term*” means the period from the Commencement Date until the end of the fiscal year of Lessee in effect at such Commencement Date

“*Renewal Terms*” means the consecutive renewal terms of this Agreement, the first of which commences immediately after the end of the Original Term and each having a duration and term coextensive with each successive fiscal year of Lessee; *provided* that the final such renewal term shall commence on the first day of the last such fiscal year and end on the first business day after the last scheduled Rental Payment Date.

“*Scheduled Term*” means the Original Term and all Renewal Terms, with a final Renewal Term ending on December 2, 2032.

(vii) The following definition shall be deleted from Section 1.01:

“*Utilization Period*” means the date by which Lessee must deliver an Acceptance Certificate for the Equipment under such Lease as indicated in Section 3.05(b).

“*Vendor Agreement*” means any contract entered into by Lessee and any Vendor for the acquisition, installation, maintenance and/or servicing of the Equipment under a Lease.

B. The following shall be added to the end of Section 3.01 of the Master Equipment Lease:

The Lease Term may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for the next succeeding Renewal Term up to the maximum Lease Term as set forth in the Rental Payment Schedule. At the end of the Original Term and at the end of each Renewal Term until the maximum Lease Term has been completed, Lessee shall be deemed to have exercised its option to continue this Agreement for the next Renewal Term unless Lessee shall have terminated this Agreement pursuant to Section 3.03 or Section 10.01. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Rental Payments shall be as provided in the Rental Payment Schedule.

C. The following shall be inserted in lieu of Section 3.02 of the Master Equipment Lease:

Section 3.02. Continuation of Lease Term. Lessee intends, subject to Section 3.03, to continue the Lease Term through the Original Term and all Renewal Terms. Lessee affirms that sufficient funds are legally available for the current fiscal year, and Lessee reasonably believes that an amount sufficient to make all Rental Payments during the entire Scheduled Term can be obtained from legally available funds of Lessee. Lessee further intends to do all things lawfully within its power to obtain and maintain funds sufficient and available to discharge its obligation to make Rental Payments due hereunder, including making provision for

such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, the decision whether or not to budget and appropriate funds or to extend the Lease Term for any Renewal Term is within the sole discretion of the governing body of Lessee.

D. The following shall be inserted in lieu of Section 3.03 of the Master Equipment Lease:

Section 3.03. Nonappropriation. Lessee is obligated only to pay such Rental Payments as may lawfully be made during Lessee's then current fiscal year from funds budgeted and appropriated for that purpose. Should Lessee fail to budget, appropriate or otherwise make available funds to pay Rental Payments following the then current Original Term or Renewal Term, this Agreement shall be deemed terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination promptly after any decision to non-appropriate is made, but failure to give such notice shall not extend the Scheduled Term beyond such Original Term or Renewal Term. If this Agreement is terminated in accordance with this Section, Lessee agrees to cease use of the Equipment and peaceably remove and deliver at Lessee's sole expense the Equipment to Lessor at the location(s) to be specified by Lessor within the State; *provided*, that Lessee shall pay month-to-month rent at the Contract Rate (or the Taxable Rate if then in effect) for each month or part thereof that Lessee fails to return the Equipment pursuant to this Section 3.03.

E. "Subject to Section 3.03," shall be inserted at the beginning of the first sentence of Section 4.01 of the Master Equipment Lease.

F. In Section 6.01 of the Master Equipment Lease, first paragraph, the following shall be inserted after the second sentence:

Upon the occurrence of an Event of Default or upon termination of this Agreement pursuant to Section 3.03, full and unencumbered legal title to the Equipment shall, at Lessor's option, pass to Lessor, and Lessee shall have no further interest therein. In addition, upon the occurrence of such an Event of Default or such termination, Lessee shall execute and deliver to Lessor such documents as Lessor may request to evidence the passage of such legal title to Lessor and the termination of Lessee's interest therein, and upon request by Lessor shall deliver possession of the Equipment to Lessor in accordance with Section 3.03 or Section 12.02, as applicable.

G. In Section 7.02 of the Master Equipment Lease, the following shall be deleted:

(d) rental interruption insurance in an amount which shall cover Rental Payments for no less than 24 months;

H. In Section 12.02 of the Master Equipment Lease, the following paragraphs (a) through (d) shall be inserted in lieu of the existing paragraphs (a) through (d):

(a) By written notice to Lessee, Lessor may declare all Rental Payments payable by Lessee and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating the Lease Term, Lessor may enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor at such place within the United States as Lessor shall specify, and sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable, but solely from legally available funds, for the difference between (i) the Rental Payments payable by Lessee and other amounts hereunder or the Equipment that are payable by Lessee to the end of the then current Original Term or Renewal Term, as the case may be, and (ii) the net proceeds of any such sale, leasing or subleasing (after deducting all expenses of Lessor in exercising its remedies hereunder, including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing such Equipment and all brokerage, auctioneer's and attorney's fees). The exercise of any such remedies respecting any such Event of Default shall not relieve Lessee of any other liabilities hereunder or with respect to the Equipment;

(c) Lessor may terminate the Escrow Agreement and apply any proceeds in the Escrow Account to the Rental Payments scheduled to be paid hereunder; and

(d) Lessor may take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement or the Escrow Agreement or as a secured party in any or all of the Equipment or the Escrow Account.

All capitalized terms used herein, other than those amended or added, above, shall have the meanings ascribed to them in the Master Equipment Lease.

2. *Equipment.* For purposes of the Lease created hereby, the Equipment shall as comprise the property acquired with the proceeds of this Schedule of Property No. 4, together with all substitutions, renewals, repairs, or replacements, for or as additions, improvements, accessions and accumulation of such Equipment, and any accessories, equipment or other personal property, parts and appurtenances appertaining or attached to any of such equipment and other personal property or from time to time incorporated therein and installed thereon, including, but not limited to the following:

a. fire apparatus and vehicles to be more fully described on vendor invoices submitted with requisitions from the Escrow Account.

3. *Payment Schedule.*

(a) *Rental Payments.* The Rental Payments shall be in such amounts and payable on such dates as set forth in the Rental Payment Schedule attached to this Schedule as Exhibit A-1. Rental Payments shall commence on the date on which the Equipment listed in this Schedule is accepted by Lessee, as indicated in an Acceptance Certificate substantially in the form of Exhibit B to the Master Equipment Lease or the date on which sufficient moneys to purchase the Equipment are deposited for that purpose with an Escrow Agent, whichever is earlier.

(b) *Purchase Price Schedule.* The Purchase Price on each Rental Payment date for the Equipment listed in this Schedule shall be the amount set forth for such Rental Payment

date in the "Purchase Price" column of the Rental Payment Schedule attached to this Schedule. The Purchase Price is in addition to all Rental Payments then due under this Schedule (including the Rental Payment shown on the same line in the Rental Payment Schedule).

4. *Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Equipment Lease are true and correct as though made on the date of commencement of Rental Payments on this Schedule. Lessee further represents and warrants that no material adverse change in Lessee's financial condition has occurred since the date of the Master Equipment Lease.

5. *The Lease.* The terms and provisions of the Master Equipment Lease (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated into this Schedule by reference and made a part hereof.

6. *Lease Proceeds.* The Lease Proceeds which Lessor shall pay to the Escrow Agent for deposit to the Escrow Account in connection with this Schedule is \$3,261,000.

7. *Acquisition Period.* The Acquisition Period applicable to this Schedule shall end at the conclusion of the 36th month following the date hereof.

8. *Surety Bonds; Lessee to Pursue Remedies Against Contractors and Sub-Contractors and Their Sureties.* Lessee shall secure from each Vendor directly employed by Lessee in connection with the acquisition, construction, installation, improvement or equipping of the Equipment listed in this Schedule, a payment and performance bond ("Surety Bond") executed by a surety company authorized to do business in the State, having a financial strength rating by A.M. Best Company of "A-" or better, and otherwise satisfactory to Lessor and naming Lessor as a co-obligee in a sum equal to the entire amount to become payable under each Vendor Agreement. Each bond shall be conditioned on the completion of the work in accordance with the plans and specifications for the Equipment listed in this Schedule and upon payment of all claims of subcontractors and suppliers. Lessee shall cause the surety company to add Lessor as a co-obligee on each Surety Bond and shall deliver a certified copy of each Surety Bond to Lessor promptly upon receipt thereof by Lessee. Any proceeds from a Surety Bond shall be applied in accordance with such Surety Bond to the payment and performance of the Vendor's obligations in accordance with the related Vendor Agreement and, if for whatever reason such proceeds are not so applied, first to amounts due Lessor under this Schedule, and any remaining amounts shall be payable to Lessee.

In the event of a material default of any Vendor under any Vendor Agreement in connection with the acquisition, construction, maintenance and/or servicing of the Equipment listed in this Schedule or in the event of a material breach of warranty with respect to any material workmanship or performance guaranty with respect to such Equipment, Lessee will promptly proceed to exhaust its remedies against the Vendor in default. Lessee shall advise Lessor of the steps it intends to take in connection with any such default. Any amounts received by Lessee in respect of damages, refunds, adjustments or otherwise in connection with the foregoing shall be paid to Lessor and applied against Lessee's obligations under this Schedule.

As a prerequisite to the performance by Lessor of any of its obligations under this Schedule, Lessee shall deliver to Lessor, in form and substance satisfactory to Lessor, a certified copy of each Surety Bond satisfying the conditions set forth in this Section 8, or, at Lessor's sole discretion, such Surety Bonds may be provided after the Commencement Date of this Schedule, provided however, that no "Disbursement Request" pursuant to the Escrow Agreement for this Schedule shall be authorized by Lessor until such Surety Bonds satisfying the conditions set forth in this Section 8 have been delivered to Lessor.

9. *Lease Term.* The Lease Term shall consist of 84 months, ending on December 1, 2032.

10. *Purchase Option Commencement Date.* For purposes of Section 10.01(a) of the Lease, the Purchase Option Commencement Date is December 1, 2029.

11 *Registration.* Motor vehicles are to be registered and titled as follows:

Registered Owner: City of Salinas

Lienholder: Banc of America Public Capital Corp
Bank of America Plaza
600 Peachtree Street NE, 11th Floor
Atlanta, GA 30308-2265

Lessee shall be responsible for the correct titling of all Equipment leased hereunder. Lessee will cause the original Certificates of Title to be delivered to Lessor for retention in Lessor's file throughout the term of the Lease.

All costs associated with the registration and licensing of the Equipment will be for the account of the Lessee.

Dated: February 12, 2026

LESSOR:

Banc of America Public Capital Corp
555 California Street, 6th Floor
San Francisco, California 94104

LESSEE:

City of Salinas
200 Lincoln Avenue
Salinas, California 93901

By _____

By _____

Title _____

Title _____

(Seal)

Attest:

By _____

Title _____

Counterpart No. _____ of _____ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

EXHIBIT A-1

RENTAL PAYMENT SCHEDULE

Rental Payment Number	Rental Payment Date	Rental Payment Amount	Interest Portion @ 3.4917	Principal Portion	Balance	Payment Price
1	12/1/2026	\$527,741.76	\$91,407.76	\$436,334.00	\$2,824,666.00	N/A
2	12/1/2027	\$529,955.86	\$98,628.86	\$431,327.00	\$2,393,339.00	N/A
3	12/1/2028	\$529,955.22	\$83,568.22	\$446,387.00	\$1,946,952.00	N/A
4	12/1/2029	\$529,955.72	\$67,981.72	\$461,974.00	\$1,484,978.00	\$1,484,978.00
5	12/1/2030	\$529,955.98	\$51,850.98	\$478,105.00	\$1,006,873.00	\$1,006,873.00
6	12/1/2031	\$529,954.98	\$35,156.98	\$494,798.00	\$512,075.00	\$512,075.00
7	12/1/2032	\$529,955.12	\$17,880.12	\$512,075.00	-	
		----- \$3,707,474.64	----- \$446,474.64	----- \$3,261,000.00		

Prepayment Premium for purposes of Section 10.01(a) is 0%.

For purposes of this Lease, “*Taxable Rate*,” with respect to the interest component of Rental Payments, means an annual rate of interest equal to 4.4565%.

LESSEE:
City of Salinas

By _____

Title _____

ESCROW AND ACCOUNT CONTROL AGREEMENT

This ESCROW AND ACCOUNT CONTROL AGREEMENT (this “*Agreement*”), dated as of February 12, 2026, by and among Banc of America Public Capital Corp, a Kansas corporation (together with its successors and assigns, hereinafter referred to as “*Lessor*”), City of Salinas, a charter city and municipal corporation existing under the laws of the State of California (hereinafter referred to as “*Lessee*”) and Argent Institutional Trust Company, a Florida trust company (hereinafter referred to as “*Escrow Agent*”).

Reference is made to that certain Schedule of Property No. 4, dated February 12, 2026 to Master Equipment Lease/Purchase Agreement dated as of June 1, 2012, between Lessor and Lessee (hereinafter referred to as the “*Lease*”), covering the acquisition and lease of certain Equipment described therein (the “*Equipment*”). It is a requirement of the Lease that the Acquisition Amount in the amount of \$3,261,000.00 be deposited into a segregated escrow account under terms satisfactory to Lessor, for the purpose of fully funding the Lease, and providing a mechanism for the application of such amounts to the purchase of and payment for the Equipment.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Creation of Escrow Account.

(a) There is hereby created an escrow fund to be known as the “City of Salinas Schedule of Property No. 4 Escrow Account” (the “*Escrow Account*”) to be held by the Escrow Agent for the purposes stated herein, for the benefit of Lessor and Lessee, to be held, disbursed and returned in accordance with the terms hereof.

(b) Lessee may, from time to time, provide written instructions for Escrow Agent to use any available cash in the Escrow Account to purchase any money market fund or liquid deposit investment vehicle that Escrow Agent from time to time makes available to the parties hereto. Such written instructions shall be provided via delivery to Escrow Agent of a signed and completed Escrow Account Investment Selection Form (such form available from Escrow Agent upon request). All funds invested by Escrow Agent at the direction of Lessee in such short-term investments (as more particularly described in Escrow Agent’s Escrow Account Investment Selection Form) shall be deemed to be part of the Escrow Account and subject to all the terms and conditions of this Agreement. If any cash is received for the Escrow Account after the cut-off time for the designated short-term investment vehicle, the Escrow Agent shall hold such cash uninvested until the next Business Day. In the absence of written instructions from Lessee (on Escrow Agent’s Escrow Account Investment Selection Form) designating a short-term investment of cash in the Escrow Account, cash in the Escrow Account shall remain uninvested and it shall not be collateralized. Escrow Agent shall have no obligation to pay interest on cash in respect of any period during which it remains uninvested. Lessee shall be solely responsible for ascertaining that all proposed investments and reinvestments are Qualified Investments and that they comply with federal, state and local laws, regulations and ordinances governing investment of such funds and for providing appropriate notice to the Escrow Agent for the reinvestment of any maturing investment. Accordingly, neither the Escrow Agent nor Lessor shall be responsible for any

liability, cost, expense, loss or claim of any kind, directly or indirectly arising out of or related to the investment or reinvestment of all or any portion of the moneys on deposit in the Escrow Account, and Lessee agrees to and does hereby release the Escrow Agent and Lessor from any such liability, cost, expenses, loss or claim. Interest on the Escrow Account shall become part of the Escrow Account, and gains and losses on the investment of the moneys on deposit in the Escrow Account shall be borne by the Lessee. The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Escrow Account. The Escrow Agent shall not be responsible for any market decline in the value of the Escrow Account and has no obligation to notify Lessor and Lessee of any such decline or take any action with respect to the Escrow Account, except upon specific written instructions stated herein. For purposes of this Agreement, "Qualified Investments" means any investments which meet the requirements of California Government Code Sections 53600-53610.

(c) Unless the Escrow Account is earlier terminated in accordance with the provisions of paragraph (d) below, amounts in the Escrow Account shall be disbursed by the Escrow Agent in payment of amounts described in Section 2 hereof upon receipt of written instruction(s) from Lessor, as is more fully described in Section 2 hereof. If the amounts in the Escrow Account are insufficient to pay such amounts, Lessee shall provide any balance of the funds needed to complete the acquisition of the Equipment. Any moneys remaining in the Escrow Account on or after the earlier of (i) the expiration of the Acquisition Period or (ii) the date on which Lessee executes an Acceptance Certificate shall be applied as provided in Section 4 hereof.

(d) The Escrow Account shall be terminated at the earliest of (i) the final distribution of amounts in the Escrow Account, (ii) the date on which Lessee executes a Final Acceptance Certificate or (iii) written notice given by Lessor of the occurrence of an Event of Default under the Lease or termination of the Lease due to an Event of Non-appropriation. Notwithstanding the foregoing, this Agreement shall not terminate nor shall the Escrow Account be closed until all funds deposited hereunder have been disbursed.

(e) The Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine and may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any instrument nor as to the identity, authority, or right of any person executing the same; and its duties hereunder shall be limited to the receipt of such moneys, instruments or other documents received by it as the Escrow Agent, and for the disposition of the same in accordance herewith. Notwithstanding and without limiting the generality of the foregoing, concurrent with the execution of this Agreement, Lessee and Lessor, respectively, shall deliver to the Escrow Agent an authorized signers form in the form of Exhibit A-1 (Lessee) and Exhibit A-2 (Lessor) attached hereto. Notwithstanding the foregoing sentence, the Escrow Agent is authorized to comply with and rely upon any notices, instructions or other communications believed by it to have been sent or given by the parties or by a person or persons authorized by the parties. The Escrow Agent specifically allows for receiving direction by written or electronic transmission from an authorized representative with the following caveat, Lessee and Lessor agree to indemnify and hold harmless the Escrow Agent against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including reasonable attorneys' fees) (collectively, "*Losses*") incurred or sustained by the Escrow Agent as a result of or in connection with the Escrow Agent's reliance upon and

compliance with instructions or directions given by written or electronic transmission given by each, respectively, provided, however, that such Losses have not arisen from the gross negligence or willful misconduct of the Escrow Agent, it being understood that forbearance on the part of the Escrow Agent to verify or confirm that the person giving the instructions or directions, is, in fact, an authorized person shall not be deemed to constitute gross negligence or willful misconduct.

In the event conflicting instructions as to the disposition of all or any portion of the Escrow Account are at any time given by Lessor and Lessee, the Escrow Agent shall abide by the instructions or entitlement orders given by Lessor without consent of the Lessee.

(f) Unless the Escrow Agent is guilty of gross negligence or willful misconduct with regard to its duties hereunder, Lessee agrees to and does hereby release and indemnify the Escrow Agent and hold it harmless from any and all claims, liabilities, losses, actions, suits or proceedings at law or in equity, or any other expenses, fees or charges of any character or nature, which it may incur or with which it may be threatened by reason of its acting as Escrow Agent under this Agreement; and in connection therewith, does to the extent permitted by law, indemnify the Escrow Agent against any and all expenses, including reasonable attorneys' fees and the cost of defending any action, suit or proceeding or resisting any claim.

(g) If Lessee and Lessor shall be in disagreement about the interpretation of the Lease, or about the rights and obligations, or the propriety of any action contemplated by the Escrow Agent hereunder, the Escrow Agent may, but shall not be required to, file an appropriate civil action including an interpleader action to resolve the disagreement. The Escrow Agent shall be reimbursed by Lessee for all costs, including reasonable attorneys' fees, in connection with such civil action, and shall be fully protected in suspending all or part of its activities under the Lease until a final judgment in such action is received.

(h) The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct.

(i) Lessee shall reimburse the Escrow Agent for all reasonable costs and expenses, including those of the Escrow Agent's attorneys, agents and employees incurred for non-routine administration of the Escrow Account and the performance of the Escrow Agent's powers and duties hereunder in connection with any Event of Default under the Lease, any termination of the Lease due to an Event of Non-appropriation or in connection with any dispute between Lessor and Lessee concerning the Escrow Account.

(j) The Escrow Agent or any successor may at any time resign by giving mailed notice to Lessee and Lessor of its intention to resign and of the proposed date of resignation (the "*Effective Date*"), which shall be a date not less than 60 days after such notice is delivered to an express carrier, charges prepaid, unless an earlier resignation date and the appointment of a successor shall have been approved by the Lessee and Lessor. After the Effective Date, the Escrow Agent shall be under no further obligation except to hold the Escrow Account in accordance with the terms of this Agreement, pending receipt of written instructions from Lessor regarding further disposition of the Escrow Account.

(k) The Escrow Agent shall have no responsibilities, obligations or duties other than those expressly set forth in this Agreement and no implied duties, responsibilities or obligations shall be read into this Agreement.

2. Acquisition of Property.

(a) Acquisition Contracts. Lessee will arrange for, supervise and provide for, or cause to be supervised and provided for, the acquisition of the Equipment, with moneys available in the Escrow Account. Lessee represents the estimated costs of the Equipment are within the funds estimated to be available therefor, and Lessor makes no warranty or representation with respect thereto. Lessor shall have no liability under any of the acquisition or construction contracts. Lessee shall obtain all necessary permits and approvals, if any, for the acquisition, equipping and installation of the Equipment, and the operation and maintenance thereof. Escrow Agent shall have no duty to monitor or enforce Lessee's compliance with the foregoing covenant.

(b) Authorized Escrow Account Disbursements. It is agreed as between Lessee and Lessor that disbursements from the Escrow Account shall be made for the purpose of paying (including the reimbursement to Lessee for advances from its own funds to accomplish the purposes hereinafter described) the cost of acquiring the Equipment.

(c) Requisition Procedure. No disbursement from the Escrow Account shall be made unless and until Lessor has approved such requisition. Prior to disbursement from the Escrow Account there shall be filed with the Escrow Agent a requisition for such payment in the form of Disbursement Request attached hereto as Schedule 1, stating each amount to be paid and the name of the person, firm or corporation to whom payment thereof is due. All disbursements shall be made by wire transfer. The Escrow Agent is authorized to obtain and rely on confirmation of such Disbursement Request and payment instructions by telephone call-back to the person or persons designated for verifying such requests on Exhibit A-2 (such person verifying the request shall be different than the person initiating the request). The Lessor and Lessee hereby confirm that any call-back performed by Escrow Agent to verify a disbursement instruction pursuant to a Disbursement Request submitted pursuant to this Section 2(c) before release, shall be made to Lessor only and Escrow Agent shall have no obligation to call-back Lessee.

Each such Disbursement Request shall be signed by an authorized representative of Lessee (an "*Authorized Representative*") and by Lessor, and shall be subject to the following conditions, which Escrow Agent shall conclusively presume have been satisfied at such time as a requisition executed by Lessee and Lessor is delivered to it:

1. Delivery to Lessor of an executed Disbursement Request in the form attached hereto as Schedule 1; and
2. Delivery to Lessor of copies of invoices (and proofs of payment of such invoices, if Lessee seeks reimbursement) and bills of sale (if title to such Equipment has passed to Lessee) therefor as required by Section 3.04 of the Lease and any additional documentation reasonably requested by Lessor.

Lessee and Lessor agree that their execution of the form attached hereto as Schedule 1 and delivery of the executed form to Escrow Agent confirms that all of the requirements and conditions with respect to disbursements set forth in this Section 2 have been satisfied.

3. Deposit to Escrow Account. Upon satisfaction of the conditions specified in Section 3.04 of the Lease, Lessor will cause the Acquisition Amount to be deposited in the Escrow Account. Lessee agrees to pay any costs with respect to the Equipment in excess of amounts available therefor in the Escrow Account.

4. Excessive Escrow Account. Upon receipt of written instructions from Lessor including a representation that one of the following conditions has been satisfied (upon which representation Escrow Agent shall conclusively rely), any funds remaining in the Escrow Account on or after the earlier of (a) the expiration of the Acquisition Period or (b) the date on which Lessee executes an Acceptance Certificate, or upon a termination of the Escrow Account as otherwise provided herein, shall be distributed by the Escrow Agent to the Lessor in order for the Lessor to apply such funds to amounts owed by Lessee under the Lease in accordance with Section 4.07 of the Lease.

5. Security Interest. The Escrow Agent and Lessee acknowledge and agree that the Escrow Account and all proceeds thereof are being held by Escrow Agent for disbursement or return as set forth herein. Lessee hereby grants to Lessor a first priority perfected security interest in the Escrow Account, and all proceeds thereof, and all investments made with any amounts in the Escrow Account. If the Escrow Account, or any part thereof, is converted to investments as set forth in this Agreement, such investments shall be made in the name of Escrow Agent and the Escrow Agent hereby agrees to hold such investments as bailee for Lessor so that Lessor is deemed to have possession of such investments for the purpose of perfecting its security interest.

6. Control of Escrow Account. In order to perfect Lessor's security interest by means of control in (i) the Escrow Account established hereunder, (ii) all securities entitlements, investment property and other financial assets now or hereafter credited to the Escrow Account, (iii) all of Lessee's rights in respect of the Escrow Account, such securities entitlements, investment property and other financial assets, and (iv) all products, proceeds and revenues of and from any of the foregoing personal property (collectively, the "*Collateral*"), Lessor, Lessee and Escrow Agent further agree as follows:

(a) All terms used in this Section 6 which are defined in the Commercial Code of the State of California ("*Commercial Code*") but are not otherwise defined herein shall have the meanings assigned to such terms in the Commercial Code, as in effect on the date of this Agreement.

(b) Escrow Agent will comply with all entitlement orders originated by Lessor with respect to the Collateral, or any portion of the Collateral, without further consent by Lessee.

(c) Provided that account investments shall be held in the name of the Escrow Agent, Escrow Agent hereby represents and warrants (i) that the records of Escrow Agent show that Lessee is the sole owner of the Collateral, (ii) that Escrow Agent has not been served with any notice of levy or received any notice of any security interest in or other claim to the Collateral, or

any portion of the Collateral, other than Lessor's claim pursuant to this Agreement, and (iii) that Escrow Agent is not presently obligated to accept any entitlement order from any person with respect to the Collateral, except for entitlement orders that Escrow Agent is obligated to accept from Lessor under this Agreement and entitlement orders that Escrow Agent, subject to the provisions of paragraph (e) below, is obligated to accept from Lessee.

(d) Without the prior written consent of Lessor, Escrow Agent will not enter into any agreement by which Escrow Agent agrees to comply with any entitlement order of any person other than Lessor or, subject to the provisions of paragraph (e) below, Lessee, with respect to any portion or all of the Collateral. Escrow Agent shall promptly notify Lessor if any person requests Escrow Agent to enter into any such agreement or otherwise asserts or seeks to assert a lien, encumbrance or adverse claim against any portion or all of the Collateral.

(e) Except as otherwise provided in this paragraph (e) and subject to Section 1(b) hereof, Lessee may effect sales, trades, transfers and exchanges of Collateral within the Escrow Account, but will not, without the prior written consent of Lessor, withdraw any Collateral from the Escrow Account. Escrow Agent acknowledges that Lessor reserves the right, by delivery of written notice to Escrow Agent, to prohibit Lessee from effecting any withdrawals (including withdrawals of ordinary cash dividends and interest income), sales, trades, transfers or exchanges of any Collateral held in the Escrow Account. Further, Escrow Agent hereby agrees to comply with any and all written instructions delivered by Lessor to Escrow Agent (once it has had a reasonable opportunity to comply therewith) and has no obligation to, and will not, investigate the reason for any action taken by Lessor, the amount of any obligations of Lessee to Lessor, the validity of any of Lessor's claims against or agreements with Lessee, the existence of any defaults under such agreements, or any other matter.

(f) Lessee hereby irrevocably authorizes Escrow Agent to comply with all instructions and entitlement orders delivered by Lessor to Escrow Agent.

(g) Escrow Agent will not attempt to assert control and does not claim and will not accept any security or other interest in, any part of the Collateral, and Escrow Agent will not exercise, enforce or attempt to enforce any right of setoff against the Collateral, or otherwise charge or deduct from the Collateral any amount whatsoever.

(h) Escrow Agent and Lessee hereby agree that any property held in the Escrow Account shall be treated as a financial asset under such section of the Commercial Code as corresponds with Section 8-102 of the Uniform Commercial Code, notwithstanding any contrary provision of any other agreement to which Escrow Agent may be a party.

(i) Escrow Agent is hereby authorized and instructed, and hereby agrees, to send to Lessor at its address set forth in Section 8 below, concurrently with the sending thereof to Lessee, duplicate copies of any and all monthly Escrow Account statements or reports issued or sent to Lessee with respect to the Escrow Account.

7. Information Required Under USA PATRIOT ACT. The parties acknowledge that in order to help the United States government fight the funding of terrorism and money laundering activities, pursuant to Federal regulations that became effective on October 1, 2003 (Section 326

of the USA PATRIOT Act) all financial institutions are required to obtain, verify, record and update information that identifies each person establishing a relationship or opening an account. The parties to this Agreement agree that they will provide to the Escrow Agent such information as it may request, from time to time, in order for the Escrow Agent to satisfy the requirements of the USA PATRIOT Act, including but not limited to the name, address, tax identification number and other information that will allow it to identify the individual or entity who is establishing the relationship or opening the account and may also ask for formation documents such as articles of incorporation or other identifying documents to be provided.

8. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease. This Agreement may not be amended except in writing signed by all parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original instrument and each shall have the force and effect of an original and all of which together constitute, and shall be deemed to constitute, one and the same instrument. Notices hereunder shall be made in writing and shall be deemed to have been duly given when personally delivered or when deposited in the mail, first class postage prepaid, or delivered to an express carrier, charges prepaid, or sent by facsimile with electronic confirmation, addressed to each party at its address below.

Notices and other communications hereunder may be delivered or furnished by electronic mail provided that any formal notice be attached to an email message in PDF format and provided further that any notice or other communication sent to an e-mail address shall be deemed received upon and only upon the sender's receipt of affirmative acknowledgement or receipt from the intended recipient. For purposes hereof no acknowledgement of receipt generated on an automated basis shall be deemed sufficient for any purpose hereunder or admissible as evidence of receipt. **It is understood and agreed that for no purpose shall notice to Argent Institutional Trust Company in its capacity hereunder constitute notice to Banc of America Public Capital Corp in its capacity hereunder.**

If to Lessor:

Banc of America Public Capital Corp
11333 McCormick Road
Hunt Valley II
M/C MD5-032-07-05
Hunt Valley, MD 21031
Attn: Contract Administration
Fax: (443) 541-3057

If to Lessee:

City of Salinas
200 Lincoln Avenue
Salinas, CA 93901
Attn:

If to Escrow Agent:

Argent Institutional Trust Company

Attn: Alice M. Wolan
1715 N. Westshore Boulevard, Suite 750
Tampa, FL 33607
Telephone: 312-405-5393
E-Mail: escrowrequests@argentfinancial.com

9. Lessee and Lessor understand and agree that they are required to provide the Escrow Agent with a properly completed and signed Tax Certification (as defined below) and that the Escrow Agent may not perform its duties hereunder without having been provided with such Tax Certification. As used herein "Tax Certification" shall mean an IRS form W-9 or W-8 as described above. The Escrow Agent will comply with any U.S. tax withholding or backup withholding and reporting requirements that are required by law. With respect to earnings allocable to a foreign person, the Escrow Agent will withhold U.S. tax as required by law and report such earnings and taxes withheld, if any, for the benefit of such foreign person on IRS Form 1042-S (or any other required form), unless such earnings and withheld taxes are exempt from reporting under Treasury Regulation Section 1.1461-1I(2)(ii) or under other applicable law. With respect to earnings allocable to a United States person, the Escrow Agent will report such income, if required, on IRS Form 1099 or any other form required by law. The IRS Forms 1099 and/or 1042-S shall show the Escrow Agent as payor and Lessee as payee. Escrow Agent shall recognize Lessee as the designated party for regulatory reporting purposes.

Lessee and Lessor agree that they are not relieved of their respective obligations, if any, to prepare and file information reports under Code Section 6041, and the Treasury regulations thereunder, with respect to amounts of imputed interest income, as determined pursuant to Code Sections 483 or 1272. The Escrow Agent shall not be responsible for determining or reporting such imputed interest.

10. This Agreement shall be governed by and construed in accordance with the laws of the State of California and the parties hereto consent to jurisdiction in the State of California and venue in any state or federal court located in the City of Los Angeles.

11. Any bank or corporation into which the Escrow Agent may be merged or with which it may be consolidated, or any bank or corporation to whom the Escrow Agent may transfer a substantial amount of its escrow business, shall be the successor to the Escrow Agent without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding. Any bank or corporation into which the Lessor may be merged or with which it may be consolidated, or any bank or corporation to whom the Lessor may transfer a substantial amount of its business, shall be the successor to the Lessor without the execution or filing of any paper or any further act on the part of any of the parties, anything herein to the contrary notwithstanding.

12. This Agreement may be amended, modified, and/or supplemented only by an instrument in writing executed by all parties hereto.

13. No party hereto shall assign its rights hereunder until its assignee has submitted to the Escrow Agent (i) Patriot Act disclosure materials and the Escrow Agent has determined that on the basis of such materials it may accept such assignee as a customer and (ii) assignee has

delivered an IRS Form W-8 or W-9, as appropriate, to the Escrow Agent which the Escrow Agent has determined to have been properly signed and completed.

14. Escrow Agent will treat information related to this Agreement as confidential but, unless prohibited by law, Lessee and Lessor authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates and other representatives and advisors of Escrow Agent and third parties selected by any of them, wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Escrow Agent and any such subsidiary, officer, affiliate or third party may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessor will treat information related to this Agreement as confidential but, unless prohibited by law, Escrow Agent and Lessee authorize the transfer or disclosure of any information relating to this Agreement to and between the subsidiaries, officers, affiliates, other representatives and advisors of Lessor and debt and equity sources and third parties selected by any of them, and to their prospective assignees wherever situated, for confidential use in the ordinary course of business, and further acknowledge that Lessor and any such subsidiary, officer, affiliate, debt and equity source or third party or prospective assignee may transfer or disclose any such information as required by any law, court, regulator or legal process.

Lessee will treat the terms of this Agreement as confidential except on a “need to know” basis to persons within or outside Lessee’s organization (including affiliates of such party), such as attorneys, accountants, bankers, financial advisors, auditors and other consultants of such party and its affiliates, except as required by any law, court, regulator or legal process and except pursuant to the express prior written consent of the other parties, which consent shall not be unreasonably withheld.

For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the parties have executed this Escrow and Account Control Agreement as of the date first above written.

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor

CITY OF SALINAS
as Lessee

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ARGENT INSTITUTIONAL TRUST COMPANY
as Escrow Agent

By: _____
Name: _____
Title: _____

SCHEDULE 1
to the Escrow and Account Control Agreement
FORM OF DISBURSEMENT REQUEST

Re: Schedule of Property No. 4 dated February 12, 2026 to Master Equipment Lease/Purchase Agreement dated as of June 1, 2012, by and between Banc of America Public Capital Corp, as Lessor, and the City of Salinas, as Lessee (the “Lease”) (Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Lease.)

In accordance with the terms of the Escrow and Account Control Agreement, dated as of February 12, 2026 (the “Escrow and Account Control Agreement”) by and among Banc of America Public Capital Corp (“Lessor”), the City of Salinas (“Lessee”) and Argent Institutional Trust Company, as escrow agent (the “Escrow Agent”), the undersigned hereby requests the Escrow Agent pay the following persons the following amounts from the Escrow Account created under the Escrow and Account Control Agreement for the following purposes:

Disbursement Amounts:

Payee’s Name and Address	Invoice Number	Dollar Amount	Purpose
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>
<Payee’s Name> <Payee Address 1> <Payee Address 2> <Payee Address 3> <Payee Bank Name*> <Payee Bank ABA/Routing*> <Payee Bank Account No*> <Payee Account Name*> <*Payee Address and Payee Bank information is required.>	<invoice list OR “see attached” with a spreadsheet>	<invoice amount>	<general description of equipment; ex “police cruiser”>

Lessee hereby represents, covenants and warrants for the benefit of Lessor on the date hereof as follows:

(i) (a) Each obligation specified in the table herein titled as “Disbursement Amounts” has been incurred by Lessee in the stated amount, (b) the same is a proper charge against the Escrow Account for costs relating to the Equipment identified in the Lease, and (c) has not been paid (or has been paid by Lessee and Lessee requests reimbursement thereof).

(ii) Each item of Equipment relating to an obligation specified in the table herein titled as “Disbursement Amounts” has been delivered, installed and accepted by Lessee. Attached hereto is a copy of the invoice with respect to such obligation.

(iii) The undersigned, as Authorized Representative, has no notice of any vendor’s, mechanic’s or other liens or rights to liens, chattel mortgages, conditional sales contracts or security interest which should be satisfied or discharged before such payment is made.

(iv) This requisition contains no item representing payment on account, or any retained percentages which Lessee is, at the date hereof, entitled to retain (except to the extent such amounts represent a reimbursement to Lessee).

(v) The Equipment is insured in accordance with the Lease.

(vi) No Event of Default, and no event which with notice or lapse of time, or both, would become an Event of Default, under the Lease has occurred and is continuing at the date hereof. No Event of Non-appropriation has occurred or is threatened with respect to the Lease.

(vii) The disbursement shall occur during the Acquisition Period.

(viii) The representations, warranties and covenants of Lessee set forth in the Lease are true and correct as of the date hereof.

(ix) No Material Adverse Change has occurred since the date of the execution and delivery of the Lease.

(x) The information in this Disbursement Request regarding each Payee, including their respective name, address and wiring instructions, (collectively, the “*Payee Information*”) is true and correct, such Payee Information has been verified and confirmed by Lessee and the Lessor can rely on Lessee’s verification and confirmation of the accuracy of such Payee Information. Lessee hereby acknowledges and agrees that any call-back performed by Lessor to verify the disbursement instructions pursuant to this Disbursement Request shall be made to Lessee only and Lessor shall have no obligation to call-back any Payee listed above.

[Remainder of page intentionally left blank]

Dated: _____

City of Salinas

By: _____

Name: _____

Title: _____

Disbursement of funds from the Escrow Account in accordance with the foregoing Disbursement Request hereby is authorized

BANC OF AMERICA PUBLIC CAPITAL CORP
as Lessor under the Lease

By: _____

Name: _____

Title: _____

EXHIBIT A-1

FORM OF INCUMBENCY AND AUTHORIZATION CERTIFICATE

The undersigned, a duly elected or appointed and acting City Clerk of the City of Salinas ("*Lessee*") certifies as follows:

A. The following listed persons are duly elected or appointed and acting officials of Lessee (the "*Officials*") in the capacity set forth opposite their respective names below and the facsimile signatures below are true and correct as of the date hereof; and

B. The Officials are duly authorized, on behalf of Lessee, to negotiate, execute and deliver Schedule of Property No. 4 dated February 12, 2026 (the "*Schedule*") to that certain Master Equipment Lease/Purchase Agreement, dated as of June 1, 2012 (the "*Agreement*") and separate Schedules relating thereto from time to time as provided in the Agreement (collectively, the "*Schedules*"), each by and between Lessee and Banc of America Public Capital Corp ("*Lessor*"), the Escrow and Account Control Agreement dated as of February 12, 2026, by and among Lessor, Lessee and Argent Institutional Trust Company as Escrow Agent, all documents related thereto and delivered in connection therewith, and any future modification(s) or amendments thereof (collectively, the "*Operative Agreements*"), and the Operative Agreements are binding and authorized agreements of Lessee, enforceable in all respects in accordance with their respective terms.

Name of Official	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____

Dated: February 12, 2026

By: _____
Name: _____
Title: _____

(The signer of this Certificate cannot be listed above as authorized to execute the Operative Agreements.)

[AN "EXHIBIT A-2" MUST BE COMPLETED AND EXECUTED AT TIME OF EXECUTION OF THE AGREEMENT]

EXHIBIT A-2
TO BE PROVIDED

Jill M. Forsyth
Senior Vice President
Global Leasing

14636 N. Scottsdale Road, Suite #200
Scottsdale, AZ 85254
T 480.624.0369 F 415.796.1301
jill.m.forsyth@BofA.com

SUMMARY OF TERMS AND CONDITIONS

<u>Date:</u>	January 6, 2026
<u>Lessee:</u>	City of Salinas, CA (“Lessee”)
<u>Lessor:</u>	Banc of America Public Capital Corp or Designee (“Lessor”)
<u>Structure:</u>	Privately-Placed Lease Purchase with appropriation
<u>Amount:</u>	Approximately \$3.2MM
<u>Security:</u>	Assets being financed
<u>Interest Rate:</u>	A) 7 years: 3.4917% B) 10 years: 3.7832%

The rates indicated above are for a funding on or before March 6th, Subject to Council action, this rate must be locked within 8 days via an email that indicates that Lessor is being recommended for an award. If the rate is not locked, it is subject to change based on market conditions.

<u>Prepayment:</u>	Pre-payable in full after half of the term at par (without penalty) on any regularly scheduled payment date.
---------------------------	--

<u>Governmental Entity Lease:</u>	The Base Rent installments are calculated on the assumptions, and Lessee will represent, that Lessee is a state or political subdivision of a state within the meaning of Section 103(c) of the Internal Revenue Code (the “Code”), and that this transaction will constitute an obligation of Lessee within the meaning of Section 103(a) of the Code, notwithstanding Section 103(b) of the Code. Lessee shall provide Lessor with such evidence as Lessor may request to substantiate and maintain such tax status. Lessee shall comply with the filing requirements of Section 149(e) of the Code.
--	--

<u>End of Term:</u>	At the expiration of the Lease Term, Lessee will own the equipment.
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“Bank of America” is the marketing name used by certain Global Banking and Global Markets businesses of Bank of America Corporation. Lending, leasing, equipment finance and other commercial banking activities, and trading in certain financial instruments are performed globally by banking affiliates of Bank of America Corporation, including Bank of America, N.A., Member FDIC. Banc of America Public Capital Corp, a wholly-owned subsidiary of Bank of America, National Association, is not a municipal advisor and is not subject to the fiduciary duty established in Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, with respect to any municipal financial product or issuance of municipal securities. The information provided in this document is not intended to be and should not be construed as “advice” with the meaning Section 15B of the Securities Exchange Act of 1934 and the municipal advisor rules of the SEC. © 2019 Bank of America Corporation. All rights reserved.

Opinion of Counsel: Lessee's counsel shall deliver a validity opinion to Lessor at closing in form and substance satisfactory to Lessor. The opinion of counsel will cover that counsel has reviewed the documents and examined, approved and attached the text of the enabling resolution of Lessee's governing body authorizing Lessee to enter into the Lease.

Documentation: Subject to legal and credit review; however, **the City and BAPCC already have a negotiated master lease in place.** This transaction would merely be a schedule to that master lease document. A performance bond will be required if payment is made to the vender/dealer prior to the assets being delivered.

Credit: Subject to credit and documentation approvals but the City already has a relationship with BAPCC and therefore, this review and closing can be done timely.

Market Disruption: Notwithstanding anything contained herein to the contrary, in the event any material change shall occur in the financial markets after the date of this Proposal Letter, including but not limited to any governmental action or other event which materially adversely affects the extension of credit by banks, leasing companies or other lending institutions, the Lessor may modify the indicative pricing described above.

USA Patriot Act Compliance: Lessee acknowledges that pursuant to the requirements of the USA Patriot Act, as amended from time to time (including as amended by the USA Freedom Act of 2015) (the "Patriot Act"), Lessor is required to obtain, verify and record information that identifies Lessee, which information includes the name and address of Lessee and other information that will allow Lessor to identify Lessee in accordance with the Patriot Act.

Proposal Expiration: This proposal will expire on March 30, 2026, and may be re-issued at Lessor's discretion.

This proposal is submitted in response to your Request for Proposals for Lease Purchase Financing of equipment, due January 6, 2026.. The contents of this proposal and any subsequent discussions between us, including any and all information, recommendations, opinions, indicative pricing, quotations and analysis with respect to any municipal financial product or issuance of municipal securities, are provided to you in reliance upon the exemption provided for responses to requests for proposals or qualifications under the municipal advisor rules (the "Rules") of the Securities and Exchange Commission (240 CFR 15Ba1-1 et seq.).

The Staff of the SEC's Office of Municipal Securities has issued guidance which provides that, in order for a request for proposals to be consistent with this exemption, it must (a) identify a particular objective, (b) be open for not more than a reasonable period of time (up to six months being generally considered as reasonable), and (c) involve a competitive process (such as by being provided to at least three reasonably competitive market participants) or by being publicly posted to your official website. In submitting this proposal, we have relied upon your compliance with this guidance.

In submitting this proposal, we are not undertaking to act as a "municipal advisor" to you or any other person within the meaning of the Rules. In connection with this proposal and the transactions described herein, we are not subject to, and we hereby disclaim, any fiduciary duty to you or to any other person. We understand that you will consult with and rely on the advice of your own municipal, financial, tax, legal and other advisors as and to the extent you deem necessary in connection with your evaluation of this proposal and the transactions described herein.



Equipment Lease / Schedule of Property No. 4 (Ladder Truck and Enforcer Type 1)

February 3, 2026

City Council

Background and Vehicle Needs

- Salinas Fire Department needs two new Pierce Enforcer Type 1 engines, one new Pierce 100' Enforcer Tractor Drawn Aerial, and a new BME Type 6 engine
- Total financing expected to be about \$3.261 million, including financing costs
- City staff utilizing strategies to minimize purchase price of vehicles



Example of a Pierce Enforcer Type 1 engine



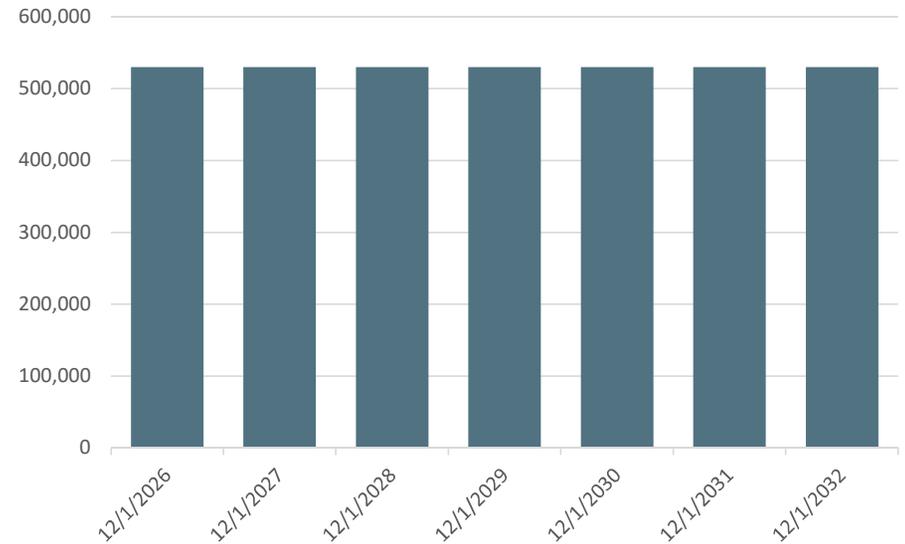
Example of a Pierce 100' Enforcer Tractor Drawn Aerial

Vehicle Type	Purchase Amount	Funding Source
Pierce Enforcer Type 1	1,043,425.32	Cash & Reserves
Pierce Enforcer Type 1	1,043,425.32	2026 Lease
Pierce 100' Enforcer Tractor Drawn Aerial	2,188,980.63	2026 Lease
BME Type 6 Wildland Engine	434,251.94	Cash & Reserves
Total Vehicle Cost	4,710,083.21	

Financing Overview

- City plans to utilize a tax-exempt equipment lease with Banc of America Public Capital Corp (BAPCC) to purchase the Tractor Drawn Aerial and Enforcer Type 1 engine
- Locked, fixed 7-year interest rate of 3.49%
 - Annual debt service payments of \$530K
 - First payment due December 1, 2026

Salinas Schedule of Property No. 4
Anticipated Lease Payment Schedule



Summary of Legal Documents

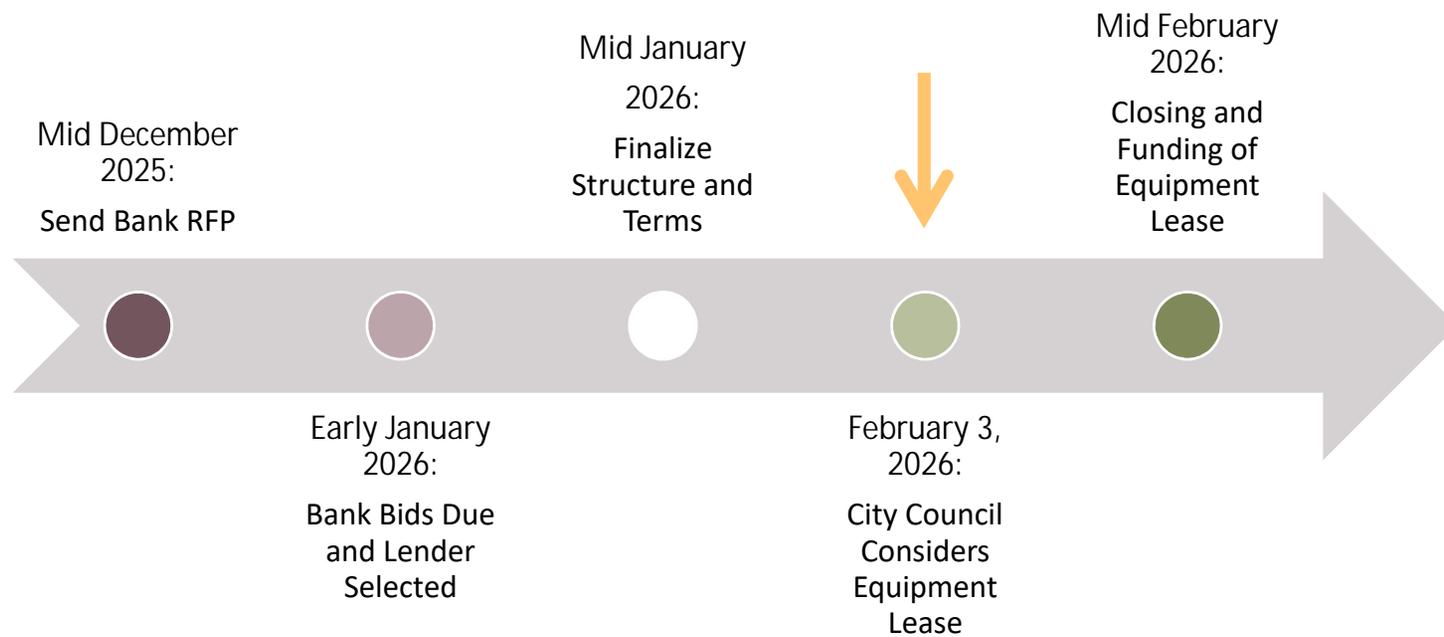
Authorizing Resolution

2012 MELPA

Schedule of Property
No. 4

Escrow Agreement

Anticipated Timing for Equipment Lease





Questions?



Legislation Text

File #: ID#25-592, **Version:** 1

Amendment No. 3 to Services Agreement with Smith & Enright Landscaping, Inc. for City-Wide Landscape Services

Approve a Resolution delegating authority to the City Manager to execute Amendment No.3 to the services agreements with Smith & Enright Landscaping, Inc., for City-Wide Landscape Services to increase the annual amount for unscheduled/extra work to \$724,180.00 for fiscal year 2025-2026 and \$731,452.00 for Fiscal Year 2026-2027, subject to the appropriation of funds.



**CITY OF SALINAS
COUNCIL STAFF REPORT**

DATE: FEBRUARY 3, 2026

DEPARTMENT: PUBLIC WORKS DEPARTMENT

FROM: DAVID JACOBS, PUBLIC WORKS DIRECTOR

BY: VICTOR BAEZ, DISTRICT/FORESTRY MANAGER

TITLE: AMENDMENT NO. 3 TO SERVICES AGREEMENT WITH SMITH & ENRIGHT LANDSCAPING, INC. FOR CITY-WIDE LANDSCAPE SERVICES

RECOMMENDED MOTION:

A motion to approve a Resolution delegating authority to the City Manager to execute Amendment No.3 to the services agreements with Smith & Enright Landscaping, Inc., for city-Wide Landscape Services to increase the annual amount for unscheduled/extra work to \$724,180.00 for fiscal year 2025-2026 and \$731,452.00 for Fiscal Year 2026-2027, subject to the appropriation of funds.

EXECUTIVE SUMMARY:

Amendment No. 3 would increase the amount for unscheduled/extra work under the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts services agreement. This increase is necessary to accommodate current operational needs and would support additional unforeseen projects and interdepartmental landscape services consistent with the Agreement's scope of work.

BACKGROUND:

The City utilizes a professional landscape service to perform the daily maintenance of greenbelts, medians, and roundabouts, and other miscellaneous landscaping needs.

On June 14, 2022, City Council approved an agreement with Smith & Enright Landscaping, Inc. for City-Wide Landscape Services for Greenbelts, Medians, and Roundabouts in an amount not to exceed \$640,251 per year, or \$1,920,753 for a three-year term with the option to extend two additional years (Resolution 22387).

On October 8, 2024, the City entered into a First Amendment to the agreement with Smith & Enright to increase the compensation by \$204,820 for a revised not to exceed amount of \$449,524.

On May 6, 2025, the City entered into a Second Amendment to the agreement with Smith & Enright to extend the term for an additional 2-year period commencing on June 14, 2025 through June 14, 2027 and increase the annual not to exceed amounts for FY 2025-26 to \$324,180 and FY 2026-27 to \$331,452. The existing agreement includes provisions for unscheduled and extra work. The amount under this contract authorized adjustments as necessary to address unplanned operational landscape needs and to support additional unforeseen projects and assist with request from interdepartmental landscape service requests, provided such work remains consistent with the scope work defined in the City-Wide Landscape Services for Greenbelts, Medians, and Roundabouts agreement.

Staff recommends that the City Council further amend the Agreement to increase the annual not to exceed amount for unscheduled and extra work from \$120,400.00 to \$400,000.00. This reflects an increase of \$279,600.00 and results in a total not-to-exceed amount of \$724,180.00 for Fiscal Year 2025–2026 and not-to-exceed amount of \$731,452 for Fiscal Year 2026-2027, subject to the appropriation of funds.

This revised amount provides sufficient capacity to address unplanned and additional work and ensures that any new or unforeseen landscape service requests from other departments may be accommodated under this contract.

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:

“Yes”.

STRATEGIC PLAN INITIATIVE:

The City Council’s approval of the proposed amendment to the City-Wide Landscape Services for Greenbelts, Medians, and Roundabouts service agreement unscheduled/extra work relates to City Council’s goal of Improve the condition of the City’s streets and sidewalks through proactive and creative maintenance and strategic infrastructure investments and provide high quality customer service (City of Salinas Strategic Plan 2025-2028).

DEPARTMENTAL COORDINATION:

This work is coordinated by the Public Work Maintenance Services Department.

FISCAL AND SUSTAINABILITY IMPACT:

The requested amounts below total \$201,360.00 and represent additional funding for City departments receiving landscape services. There is currently sufficient budget in each line. These funds are required to pay for services currently being performed and those scheduled for the remainder of the fiscal year. Increasing the unscheduled/extra work authorization to \$400,000.00 will provide a contingency of \$ \$198,640.00 to accommodate future requests for related landscape services from City internal departments.

Fund	General Ledger Number (Operating/CIP)	General Ledger Account Name	Remaining Budget Appropriation	Amount Requested
1200	50.5239-63.6010	Outside Services Other Outside Services	\$54,868.98	\$50,000.00
1200	50.5239-63.4900	Outside services- Maintenance & Repair- Others	\$ \$71,939.82	\$25,140.00
2401	50.9775-63.6010	Outside services-Other Outside Service	\$50,369.87	\$50,000.00
1000	80.8003-63.4100	Outside services- Maintenance & Repair- Building & Grounds	\$34,194.11	\$3,060.00
2107	50.5565-63.4900	Outside services- Maintenance & Repair- Others	\$6,500.00	\$4,000.00
1200	30.9246-63.6010	Outside services-Other Outside Service	\$41,160.00	\$41,160.00
6500	50.5443-63.6010	Outside services-Other Outside Service	\$25,000.00	\$25,000.00
6200	50.5441-63.6010	Outside services-Other Outside Service	\$3,649.09	\$3,000.00

ATTACHMENTS:

- Resolution
- Amendment No. 3
- Amendment No. 2
- Amendment No. 1

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

A RESOLUTION OF THE SALINAS CITY COUNCIL AUTHORIZING THE CITY COUNCIL TO ENTER INTO AMENDMENT NO 3 TO AN AGREEMENT FOR SERVICES WITH SMITH & ENRIGHT LANDSCAPING, INC. AND APPROVING AN INCREASE IN UNSCHEDULED/EXTRA WORK COMPENSATION IN THE AMOUNT OF \$400,000.00

WHEREAS, the City and Contractor first entered into an agreement for City-Wide Landscape Services for Greenbelts, Medians, and Roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation for unscheduled/extra work (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 23121, the City Council approved an increase of \$120,400.00 for unscheduled/extra work under the agreement, thereby increasing the not-to-exceed amount to \$365,104.00; and

WHEREAS, The Parties now desire to amend the Agreement to increase the amount for unscheduled and extra work by \$279,600.00, from \$120,400.00 to a total of \$400,000.00, thereby increasing the overall Agreement not-to-exceed amount to \$724,180.00 for Fiscal Year 2025–26 and to \$731,452.00 for Fiscal Year 2026–27subject to the appropriation of funds; and

WHEREAS, the City and Contractor desire to amend the Agreement to accommodate current operational needs and may support additional unforeseen projects and interdepartmental landscape services requests consistent with the scope of work set forth in the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts Services Agreement.; and

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the City Manager to execute Amendment No. 3 to the services agreement with Smith & Enright Landscaping, Inc., for city-wide landscape services to increase the annual amount for unscheduled/extra work to \$724,180.00 for Fiscal Year 2025–2026 and \$731,452.00 for Fiscal Year 2026-2027, subject to the appropriation of funds.

PASSED AND APPROVED this 3rd day of February, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

APPROVED:

Dennis Donohue, Mayor

ATTEST:

Patricia M. Soratos, City Clerk

**AMENDMENT NO. 1 TO
City-Wide Landscape Service for Greenbelts, Medians & Roundabouts
AGREEMENT BETWEEN
SMITH & ENRIGHT LANDSCAPING, INC., AND CITY OF SALINAS**

This Amendment No. 1 to the **City-Wide Landscape Service for Greenbelts, Medians & Roundabouts** Agreement is entered into this 8th day of October 2024, by and between the City of Salinas (the “City”) and Smith & Enright Landscaping, Inc., (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 City-Wide Landscape Service for Greenbelts, Medians & Roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation for unscheduled/extra work (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 22387 (N.C.S.) the City Council awarded an agreement to Contractor to include unscheduled/extra work compensation for unforeseen landscape issues that may arise in the areas being serviced by City-Wide Landscape Service for Greenbelts, Medians & Roundabouts agreement; and

WHEREAS, the unscheduled/extra work was not included in the Agreement as a total amount.

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

TERMS

1. The total amount of compensation to be paid under the Agreement is hereby increased by \$204,820 for a total amount of compensation not to exceed \$449,524.
2. All other terms and conditions of the Agreement not specifically amended herein shall remain in full force and effect as originally written and are fully incorporated herein by this reference.

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

DocuSigned by:


49009F9344B6488...
 Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:


DF000E62671644E...
 Christopher A. Callihan, City Attorney
 Rhonda Combs, Assistant City Attorney

Smith & Enright Landscaping, Inc.

DocuSigned by:

Selena Herrin

Printed name: Selena Herrin

Title: General Manager

**AMENDMENT NO. 1 TO
City-Wide Landscape Services for Greenbelts, Medians & Roundabouts
AGREEMENT BETWEEN
SMITH & ENRIGHT LANDSCAPING, INC., AND CITY OF SALINAS**

This Amendment No. 1 is for the two (2) year extension request for the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts Agreement. The agreement is entered into this 6th day of May 2025, by and between the City of Salinas (the “City”) and Smith & Enright Landscaping, Inc., (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 City-Wide Landscape Services for Greenbelts, Medians & Roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 22387 the City Council awarded an agreement to Contractor for Three (3) years, with the option for an additional two (2) year term with an inflation rate increase per the ENR Cost Index; and

WHEREAS, on March 11, 2025, Contractor submitted a written request (Attachment A) to exercise the option for an additional two (2) year term with the request of the ENR Cost Index of 4.5% or less and will reflect all bid items. The new monthly increase for 2025-2026 will be \$27,015.00 at (2.25%) for one a not-to exceed amount of \$324,180.00 and the increase for year 2026-2027 monthly increase of \$27,621.00 (2.25%) for year two a not-to-exceed amount of \$331,452.00.

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

TERMS

1. The term of the Agreement is hereby extended for a two-year period commencing on June 14, 2025, and ending on June 14, 2027.
2. The new yearly rate for 2025-2026 will be for a not-to exceed amount of \$324,180.00 and the new yearly rate for 2026-2027 will be for a not-to-exceed amount of \$331,452.00. This will honor contractors request for ENR Cost Index of 4.5% for the two-year term with an overall contract not-to exceed amount of \$655,632.
3. All other covenants, terms, and conditions set forth in the Agreement and not amended by this Amendment No. 1 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

DocuSigned by:

 49009f9344f6488...
 Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

 DF600E62871844E...
 Christopher A. Callihan, City Attorney

Smith & Enright Landscaping, Inc.

DocuSigned by:
Selena Herrin
313BC21CA56A4C5
Printed name: Selena Herrin
Title: GM



SMITH & ENRIGHT — Landscaping, Inc. —

ATTACHMENT A

March 11, 2025

City of Salinas
Environmental & Maintenance Services
426 Work St
Salinas, CA 93901

ATTN: Victor Baez & Jenny Davila

RE: Contract with Smith & Enright for Greenbelts, Medians and Roundabouts

Dear Victor and Jenny,

As we near the end of our contract term coming up in June of 2025, I would like to formally request the renewal of our contract for an additional two-year term as outlined in the original agreement. If the option to extend the contract for an additional term is extended, we would like to request a cost-of-living increase of 4.5% for the two-year term. In order to spread the cost according to the typical year inflation – the first year would be an increase of 2.25% and the next year another 2.25%.

The new pricing would be:

	25-26 Fiscal Year	26-27 Fiscal Year
Original Greenbelt & Medians:	\$22,292	\$22,793
Downtown Parking:	\$4,468	\$4,568
Permit Center:	\$255	\$260

Please do let me know if you have any questions or concerns. We have appreciated caring for where we live and work.

Best Regards,

Selena Herrin

Selena Herrin
General Manager

**AGREEMENT —AMENDMENT NO. 3 TO
CITY-WIDE LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS
BETWEEN CITY OF SALINAS AND SMITH & ENRIGHT LANDSCAPING, INC.**

This Amendment No. 3 to the City-Wide Landscape Services for Greenbelts, Medians, & roundabouts (the “Amendment”) is entered into this 27th day of January 2026, by and between the City of Salinas (the “City”) and Smith & Enright Landscaping, Inc., (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: City-Wide Landscape Services for Greenbelts, Medians, & roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 23232, the City Council authorized Smith & Enright to exercise their contractual right to request a two-year extension, extending the term from May 6, 2025, through June 14, 2027; and

WHEREAS, the extension includes a cost adjustment to the monthly service in the amount of \$324,180.00 for fiscal Year 2025-26 and a monthly service amount of \$331,452.00 for fiscal year 2026-27; and

WHEREAS, pursuant to Resolution No. 23121, the City Council approved an increase of \$120,400.00 for unscheduled/extra work under the agreement, thereby increasing the not-to-exceed amount to \$365,104.00; and

WHEREAS, the Parties now desire to amend the Agreement to increase the annual amount for unscheduled and extra work by \$279,600.00, from \$120,400.00 to a total of \$400,000.00, thereby increasing the overall Agreement not-to-exceed amount to \$724,180.00 for Fiscal Year 2025–26 and to \$731,452.00 for Fiscal Year 2026–27 subject to the appropriation of funds; and

WHEREAS, the City and Contractor desire to amend the Agreement to accommodate current operational needs and may support additional unforeseen projects and interdepartmental landscape services requests consistent with the scope of work set forth in the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts services Agreement.

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

TERMS

1. The Agreement, Payment, Section 4, is amended to Replace the following:

The City agrees to pay, and the Contractor agrees to accept, as full and fair consideration for the performance of this Agreement, compensation for unscheduled/extra work in an amount not to exceed \$724,180.00 for Fiscal Year 2025–2026, and in an amount not to exceed \$731,452.00 for Fiscal Year 2026–2027, subject to the appropriation of funds.

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.

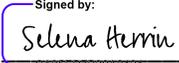
CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

SMITH & ENRIGHT LANDSCAPING, Inc.

Signed by:

CA39ED7B39A2424...
Printed name: Selena Herrin
Title: GM

**AGREEMENT —AMENDMENT NO. 3 TO
CITY-WIDE LANDSCAPE SERVICES FOR GREENBELTS, MEDIANS & ROUNDABOUTS
BETWEEN CITY OF SALINAS AND SMITH & ENRIGHT LANDSCAPING, INC.**

This Amendment No. 3 to the City-Wide Landscape Services for Greenbelts, Medians, & roundabouts (the “Amendment”) is entered into this 27th day of January 2026, by and between the City of Salinas (the “City”) and Smith & Enright Landscaping, Inc., (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: City-Wide Landscape Services for Greenbelts, Medians, & roundabouts effective June 14, 2022, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, pursuant to Resolution No. 23232, the City Council authorized Smith & Enright to exercise their contractual right to request a two-year extension, extending the term from May 6, 2025, through June 14, 2027; and

WHEREAS, the extension includes a cost adjustment to the monthly service in the amount of \$324,180.00 for fiscal Year 2025-26 and a monthly service amount of \$331,452.00 for fiscal year 2026-27; and

WHEREAS, pursuant to Resolution No. 23121, the City Council approved an increase of \$120,400.00 for unscheduled/extra work under the agreement, thereby increasing the not-to-exceed amount to \$365,104.00; and

WHEREAS, the Parties now desire to amend the Agreement to increase the annual amount for unscheduled and extra work by \$279,600.00, from \$120,400.00 to a total of \$400,000.00, thereby increasing the overall Agreement not-to-exceed amount to \$724,180.00 for Fiscal Year 2025–26 and to \$731,452.00 for Fiscal Year 2026–27 subject to the appropriation of funds; and

WHEREAS, the City and Contractor desire to amend the Agreement to accommodate current operational needs and may support additional unforeseen projects and interdepartmental landscape services requests consistent with the scope of work set forth in the City-Wide Landscape Services for Greenbelts, Medians & Roundabouts services Agreement.

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

TERMS

1. The Agreement, Payment, Section 4, is amended to Replace the following:

The City agrees to pay, and the Contractor agrees to accept, as full and fair consideration for the performance of this Agreement, compensation for unscheduled/extra work in an amount not to exceed \$724,180.00 for Fiscal Year 2025–2026, and in an amount not to exceed \$731,452.00 for Fiscal Year 2026–2027, subject to the appropriation of funds.

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.

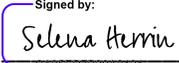
CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

SMITH & ENRIGHT LANDSCAPING, Inc.

Signed by:

CA39ED7B39A2424...
Printed name: Selena Herrin
Title: GM

**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

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

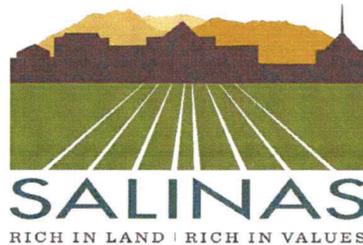
Maintenance of insurance by Contractor as specified shall in no way be interpreted as relieving

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.

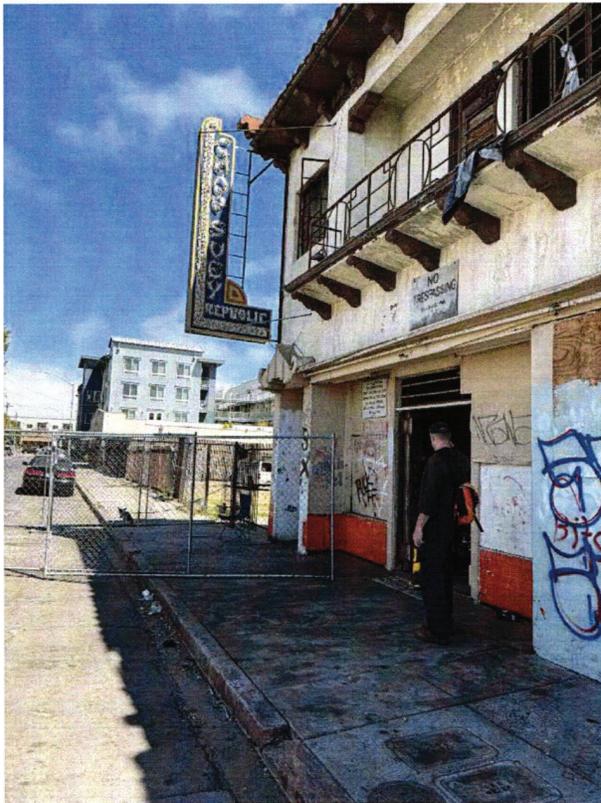
Submittal

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

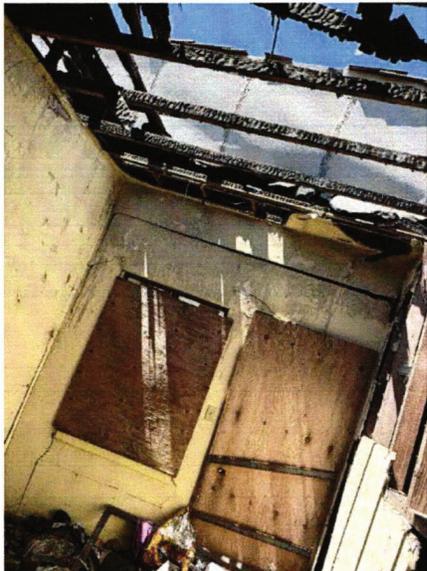
Soledad Street Frontage of 37-39 Soledad Street



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



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

Pat D. Daniel

Authorized Agent

**AGREEMENT —AMENDMENT NO. [3] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [3] to the Professional Services Agreement (the “Amendment”) is entered into this 28th day of October 2025, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective July 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34-38 37-39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed amount to \$736,560.00; and

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

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

TERMS

1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached and incorporated by reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$840,889.00.
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

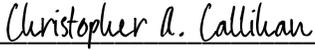
Signed by:



420097934486498
Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:



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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



Printed name: Maryam Rostami

Title: Principal



Additional Services Request #3: 37-39 Soledad Street, Additional Research & As-Built Services

From: Maryam Rostami
TEF Architecture & Interior Design, Inc
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

ASR No.: 03
Project No.: 22377.03

Project: 37-39 Soledad Street HSR & Emergency Stabilization Client: Grant Leonard
City of Salinas

Date: ~~September 02, 2025~~ Revised September 04, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

1. Additional Research to evaluate 39 Soledad Street for Historical Significance
(by Groundwork Preservation)
 - a. Targeted Archival Research
 - b. Development of Additional site history and context
 - c. Update CPHR/HRHP evaluation

2. As-Built Documentation of 39 Soledad Street
(by TEF Design)
 - ~~a. Additional site visit to building to document existing conditions measurements~~
 - b. Update of existing Revit model of the building.

A detailed breakdown of each discipline’s services scope are included in attached fee documents.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

Groundwork Preservation	\$6,000.00
TEF	<u>\$1,960.00</u>
TOTAL	\$7,960.00

Estimated Reimbursables: \$293

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:

Client:

Signed by:
Rene Mendez
49009F9374B0488...
Agreed by City Manager

Date 10/30/2025 | 2:03 PM PDT

Architect:

A handwritten signature in blue ink, appearing to be 'm' with a flourish.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.
4 Sep 2025
Date

TEF Design
 37 Soledad Street HSR and Structural Upgrades
 Additional Services Request 3
 City of Salinas
 TASK & HOURS SUMMARY: Design Team Summary

09/02/25 Revised 09/04/25

SCOPE of SERVICES

HSR TASKS		HOURS & FEES										
		Principal	Rate	Project	Rate	Project	Rate	Arch	Rate	Clerical	Rate	Total
			\$350	Manager	\$250	Arch.	\$170	Staff	\$140	Staff	\$110	Fee
1.0	Update Revit Model	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960
	Sub-Total	0	\$0	2	\$500	2	\$340	8	\$1,120	0	\$0	\$1,960

Project Name: Historic Structure Report, 37-39 Soledad Street, Salinas, CA - Addendum 1

Date: August 27, 2025

Prepared By: Gretchen Hilyard Boyce, Groundwork Preservation, LLC

Prepared For: Lindsey Moder, TEF Architects



					Totals		Notes	
					Labor		Task 4 includes targeted archival research, development of additional site history and context, and updated CRHR/NRHP evaluation to include 39 Soledad and Criterion C/3 significance.	
Title	Rate	Unit	Qty	Cost	Qty	Cost		
Principal	\$190.00	Hour	24	\$4,560.00	24	\$ 4,560.00		
Associate Cultural Resources Historian	\$90.00	Hour	16	\$1,440.00	16	\$ 1,440.00		
					Total	\$ 6,000.00		
								Expenses
Expense	Description	Rate	Unit	Qty	Cost	Qty		Cost
Mileage (1 site visit, round trip to site from Colfax, CA = 500 miles)	Federal Rate	\$0.670	Mile			0		\$0.00
Per Diem (meals)	Daily Rate (Monterey County)	\$74.00	Day			0		\$0.00
Research Fees		\$50.00	Flat rate			0		\$0.00
10% Markup					\$0.00	0	\$0.00	
					Total	\$0.00		
					Task 4: Research and Significance Evaluation for 39 Soledad		Totals	
Assumptions				Total Direct Labor	\$6,000.00	\$6,000.00		
1 Electronic deliverables only, no printing.				Total Expenses	\$0.00	\$0.00		
2 No rounds of review and comment from client.				Total Project Cost	\$6,000.00	\$6,000.00		
3 Site visits are inclusive of travel time.								



Additional Services Request #4: 37-39 Soledad Street, Concept Design for 39 Soledad Street

From: Maryam Rostami
TEF Architecture & Interior Design, Inc
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109
ASR No.: 04
Project No.: 22377.05

Project: 37-39 Soledad Street Concept Design and Entitlements Package
Client: Grant Leonard
City of Salinas

Date: September 19, 2025

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design is requesting additional fees pursuant to extended scope items not anticipated by our proposal, including the items listed below, completed by both TEF and Groundwork Preservation.

Scope of Work

The scope of services included in this proposal includes:

Task 1: Additional work to develop a conceptual design and stakeholder engagement for 39 Soledad Street

- a. Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- b. Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- c. Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Additional work to proceed through Schematic Design (SD) for 39 Soledad Street

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Additional work to prepare Entitlements Packages for 39 Soledad and respond to comments, revise drawings

- Deliverables: Entitlements Package (2 packages)
- Duration: 6 weeks

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

TEF \$34,073.00

Estimated Reimbursables: \$613

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.



Agreed by:

Client:

Architect:

Signed by:

Rene Mendez

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Agreed by City Manager

A blue ink handwritten signature, appearing to be 'm', written over a faint grid background.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.
19 Sep 2025
Date

Date 10/30/2025 | 2:03 PM PDT



Additional Services Request #5: 37-39 Soledad Street Structural Stabilization, Structural effort for Construction Documents and Construction Administration

<p>From: Maryam Rostami TEF Architecture & Interior Design, Inc 1420 Sutter Street, 2nd Floor San Francisco, CA 94109</p>	<p>ASR No.: 05 Project No.: 22377.03</p>
<p>Project: 37-39 Soledad Street HSR and Emergency Stabilization</p>	<p>Client: Grant Leonard City of Salinas</p>
<p>Date: September 19, 2025</p>	

DESCRIPTION of ADDITIONAL SCOPE of SERVICES & FEES

TEF Design and their consultant, Tipping Engineers, is requesting additional fees pursuant to additional work required to complete this project, including the items listed below, completed by both TEF and Tipping Engineers.

Scope of Work

The scope of services included in this proposal includes:

90% Construction Document for Building Permit and Pricing

1. Advance design documentation to 90% Construction Documents and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings, Specifications, and structural calculations shall be sufficient for construction of the project.
 - b. Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
2. Update project construction cost estimate and review with the City.

Phase 4: Conformed Set (100% Construction Documents)

1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.

Phase 5: Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project.

PROPOSED FEE:

Fees will be invoiced monthly based on the percentage of work completed in that month.

Tipping Engineers	\$58,000.00
TEF	<u>\$2,640.00</u>
	TOTAL \$60,640.00



Estimated Reimbursables: \$750

Upon your agreement, please sign this Additional Services Proposal and/or please provide a Contract Modification. We will commence design services based on completion of a contract modification.

Agreed by:

Client:

Architect:

Signed by:

49009F934480488...
Agreed by City Manager

A handwritten signature in blue ink, consisting of a stylized 'm' with a small dot above it.

Maryam Rostami, AIA, NOMA, LEED AP, LFA
Principal
TEF Architecture & Interior Design, Inc.
19 Sep 2025
Date

Date 10/30/2025 | 2:03 PM PDT



September 10, 2025

Maryam Rostami
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization - ASR#1 - CD-CA
Salinas, CA
Job No. 2024.294.00

Dear Maryam,

We are pleased to provide this proposal for additional services for the 37-39 Soledad Street Stabilization project. This proposal covers tasks and deliverables that are outside the scope of structural engineering services included in our original work agreement, dated August 18, 2025.

This additional services request is necessary to incorporate the design drawings, approvals and construction administration services associated with the implementation of structural stabilization measures identified as part of base scope of work in the August 18, 2025 agreement.

After visiting the site, reviewing relevant documents, drawings, and reports, and discussing the project goals with you and the client, we have identified a scope of recommended structural stabilization measures. We understand that due to funding requirements, the client now intends to complete the construction of the stabilization scope by March of 2026. As such, the design of this work is now proceeding on a faster track than originally anticipated.

The structural scope of stabilization work will include the following:

- Addition of wall to floor out-of-plane anchors at the second floor of both 37 and 39 Soledad (these were previously added at the roof level of 37 Soledad)
- Addition of new plywood roof sheathing at 39 Soledad and plywood floor sheathing at the second floor of both 37 and 39 Soledad (not that plywood roof sheathing was previously added to 37 Soledad).
- Addition of a new steel moment frame and footing to provide seismic strength in the building's transverse direction at the front facade
- Repair of damaged, rotated and detached framing at the front facade
- Repair of fire damaged wood framing at the roof and front elevation

37-39 Soledad Street Stabilization - ASR#1 - CD-CA

September 10, 2025

- Coordination to ensure the preservation and/or temporary removal of historic elements at the entry facade that require rehabilitation.

As part of our work, we will provide a set of structural drawings for permit and construction. We will also provide substantiating calculations. We will respond to plan check comments and incorporate changes as required. We will provide typical construction administration services such as responding to contractor requests for information, making site observations, reviewing submittals, etc.

We propose to provide basic structural engineering services for the work described above for the fixed sums indicated below. Please note that this work is being done in accordance with the Additional Services Section of our original agreement referenced above, except the fee is fixed rather than hourly. Our fee shall be broken down by phase as follows:

Phase	Total Fee
Construction Documents	\$37,000
Approvals and Bidding	3,000
Construction Services	18,000
Total	\$58,000

If this proposal meets with your approval, please return a signed copy as our authorization to proceed.

We appreciate this opportunity to be of service to you. Please reach out directly if you have any questions or concerns about this additional services request.

Sincerely,

Accepted:

Signature

Marc Steyer, SE, LEED AP
Principal

Printed Name and Title

Date

**AGREEMENT — AMENDMENT NO. 2 TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [2] to the Professional Services Agreement (the “Amendment”) is entered into this 1st day of July 2025, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective February 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant, reflect the revised compensation to be paid to consultant, and extend the term.

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

TERMS

1. The Agreement, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto and incorporated by reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$736,560.00.
3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2026.
4. 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

DocuSigned by:

 49009F9344B6488...
 René Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

1895479BC5A349F...

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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

DocuSigned by:

Maryam Rostami

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Printed name: Maryam Rostami

Title: Principal



Grant Leonard
City of Salinas
Community Development Department, Planning Manager
65 West Alisal Street, 2nd Floor
Salinas, CA 93901
grantl@ci.salinas.ca.us

April 24, 2025

RE: City of Salinas 37 Soledad & 34-40/45 Soledad Street Affordable Housing Developments, Community Engagement and Entitlements Package

Dear Grant,

TEF Design (TEF or architect) is excited to submit this proposal to continue our work with the City of Salinas on affordable housing development at three parcels: 37 Soledad Street, 45 Soledad Street, and 34-40 Soledad Street in Salinas' Chinatown. Our scope will include concept design and facilitation of stakeholder engagement with the City, HRB and community stakeholders for 37 Soledad Street. Additionally, TEF will develop the conceptual design schemes to a 90% schematic design (SD) level and prepare (2) SD level packages to secure entitlements with the City of Salinas Planning Department for 37 Soledad Street and 34-40+45 Soledad Street (single package - scattered site).

We have assembled a team of consultants to assist with this work including BKF Engineers for Civil Engineering, Tipping Engineers for Structural Engineering, and Interface Engineers for Mechanical, Electrical and Plumbing Engineering. Their proposals are attached for your reference.

Scope & Durations

The scope tasks are summarized below. See Exhibit A: Task & Hours Summary for additional information.

Task 1: Concept Design & Stakeholder Engagement for 37 Soledad Street

- Deliverables: Concept Design Presentation w/ 2 Renderings, Slidedecks and Notes from stakeholder engagement meetings
- Meetings: Three (3) stakeholder engagement meetings, 1 Concept Design Review Meeting
- Duration: 8 weeks (3 weeks Concept Design + 5 weeks Stakeholder Engagement)

Task 2: Schematic Design (SD) for 37 Soledad & 34-40/45 Soledad

- Deliverables: 90SD Drawings (2 sets)
- Meetings: 1 client review meeting, 1 pre-app meeting with Planning
- Duration: 6 weeks

Task 3: Entitlements Packages for 37 Soledad & 34-40/45 Soledad

- Deliverables: Entitlements Package (2 packages)
- Meetings: 3 bi-weekly client check in meetings
- Duration: 6 weeks



Fees

Our proposed fee is summarized below and will be invoiced monthly as percent complete.

BASIC SERVICES		PHASES			
Firm	Discipline	Community Engagement	Schematic Design	Entitlements Package	Total
TEF	Architecture	\$27,470.00	\$22,310.00	\$45,535.00	\$95,315.00
BKF	Civil Engineering	-	\$25,200.00	\$25,200.00	\$50,400.00
Tipping	Structural	-	\$12,250.00	\$12,250.00	\$24,500.00
Interface	MEP	-		\$9,500.00	\$9,500.00
TOTAL		\$27,470.00	\$59,760.00	\$92,485.00	\$179,715.00
Estimate of Reimbursable Expenses					\$881.00

Assumptions

1. TEF's work will be drawn in REVIT software.
2. The codes applicable to the project are the 2022 California Building Code.
3. Interaction with Salinas Historic Resources Board will be limited to the community engagement workshop.
4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.

Exclusions

This proposal specifically excludes the following. TEF would be pleased to provide written additional service proposals for any of these items, if requested, with the exception of Items 1 through 4.

1. Materials testing and inspections or selective demolition.
2. Site surveys including but not limited to; utilities, topographic, floor leveling, window conditions, etc.
3. Geo-technical investigations.
4. Work related to the investigation or handling of Hazardous Materials.
5. Existing conditions verification Exterior envelope improvements (and associated Title 24 requirements)
6. Furniture layout and specifications
7. Cost Estimating Services. TEF will prepare pricing plans for cost estimating by Owner's GC.
8. Preparation for, or attendance at, hearings before any County or City commissions, boards, agencies, etc.
9. Preparation of physical models or presentation renderings.
10. Energy modeling.
11. LEED Certification at any level.
12. Participation with a General Contractor as a "Design-Build" entity.
13. Assistance in selection of General Contractor.
14. Unreasonable and material delays in the progress of the work through no fault of TEF.
15. Signage and branding.
16. Additional meetings outside of those included noted in the Task list.
17. All other tasks/phases outside of those included in this proposal and all schedule durations outside of those noted above.



CONCLUSION

Please feel free to contact me if you have any questions or comments. We look forward to working with you and continuing to support the City of Salinas.

Sincerely,

A handwritten signature in blue ink, appearing to be 'm' with a flourish.

Maryam Rostami
AIA, LEED AP, NOMA, LFA
Principal, TEF Design

April 1, 2025
BKF No: 20250630



Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

**Subject: 34-40 & 45 Soledad Street, Salinas
Civil Engineering Proposal**

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 34-40 & 45 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to construct affordable housing developments on the 34-40 Soledad Street site (0.5-acres) and the 45 Soledad Street site (~0.15-acres) in the City of Salinas. There is a historically significant building on the 34-40 Soledad Street site that will be maintained, rehabilitated and incorporated into the development. 45 Soledad St is a corner lot that is currently vacant, however, the proposed building will be designed to approximate a previous building that stood on this lot. It is our understanding the affordable housing developments will be packaged and entitled together.

BKF's scope is limited to Civil Engineering services including grading, utility connections, stormwater management programming, fire access, earthwork, and erosion control. These will all be completed to a schematic design level suitable for planning submission and approval for entitlements.

This proposal assumes that public improvements along the project frontages will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals.

BASIS OF DESIGN

Our proposal is based on the following:

1. Concept Renderings by TEF Design, dated March 27th, 2025
2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
4. **Stormwater Programming:** The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet – We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan – topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan – preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan – showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan – BKF will prepare a stormwater control plan.
6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We will also calculate the preliminary earthwork quantities relative to the proposed grading plan. We will summarize these calculations on the preliminary drawings.
7. **Meetings:** BKF has budgeted up to a maximum of sixteen (16) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.



8. **Submittals:** We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** The survey completed by BKF in April 2024 will be utilized for our civil engineering design.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect:** The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning design. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.
- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.



- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
- e) **Site Landscape/Irrigation:** The landscape architect will provide landscape, irrigation design, and layout and details of walks, plazas, trails, entry monuments, walls, and/or fences. The architect and landscape architect will lead the design development efforts for the design, grading, and detailing of interior courtyards, plaza areas, hardscape and landscape areas.
- f) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
- g) **Mechanical, Electrical and Plumbing (MEP):** All site HVAC, power, gas, communications, and low voltage improvements, and existing water pressures will be coordinated, designed, and documented by others. MEP will also provide preliminary fire service sizing based on the California Plumbing and Fire Code requirements and provide fire service lateral locations and sizes to BKF.
- h) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- l) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork:** Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.



3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) **Off-Site Improvements:** Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$35,000

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Craig Smith, PE, QSD
Project Manager



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	\$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$218.00
Funding Strategies Manager	\$200.00
Funding/Research Analyst I, II, III, IV	\$137.00 - \$158.00 - \$168.00 - \$185.00
PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



April 1, 2025
BKF No: 20250631



Ms. Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco CA 94109
Transmitted via email lindsey@tefarch.com

**Subject: 37 Soledad Street, Salinas
Civil Engineering Proposal**

Dear Ms. Moder:

BKF Engineers welcomes the opportunity to submit this proposal for civil engineering services associated with the affordable housing residential project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services, identified assumptions, and determined a level of effort fee based on our understanding of the project.

PROJECT UNDERSTANDING

Based on your proposal request and information obtained, we understand the project as follows:

The project proposes to rehabilitate an existing National Register listed historic building, the Republic Café at 37 Soledad Street in Salinas. The project will construct additional stories above to create a local museum with affordable housing above.

This proposal assumes that public improvements along the project frontage will be limited to new sidewalks, curb & gutter, driveways, and utility service laterals. These will all be completed to a preliminary level suitable for planning submission and approval for entitlements.

BASIS OF DESIGN

Our proposal is based on the following:

1. Concept Renderings by TEF Design, dated March 27th, 2025
2. 34-40 Soledad Street survey by BKF Engineers, dated April 17th, 2024
3. 45 Soledad Street survey by BKF Engineers, dated March 18th, 2025

SCOPE OF SERVICES

TASK 1: SCHEMATIC DESIGN/ENTITLEMENT DOCUMENTS AND SUPPORT

1. **Utility Research:** BKF will contact the City, California Water Service (Cal Water) and other utility companies that serve the site or have utilities within the adjacent streets. We will gather the available record drawings and/or block maps to depict the record location of the utilities superimposed onto the existing topographic survey. BKF will also confirm any known (to the City and/or utility companies) deficiencies with the existing utilities serving the property and identify any planned upgrades that could impact the development.
2. **Existing Conditions Review:** BKF will review the existing site constraints and conditions. We will note any potential challenges to development to support the planning and permit processes.
3. **Project Coordination:** BKF will coordinate with the Architect and the design team regarding design concepts and electronic data exchange associated with the Schematic Design and Entitlement Phase. Planning documents will be based on the digital site plan and building footprints provided by the Architect.
4. **Stormwater Programming:** The site falls within the FEMA flood zone X. We will coordinate with the City, the Architect and the design team regarding design concepts and requirements related to the FEMA and City requirements for setting finished floor levels. BKF will work with the project architect to identify a preferred strategy to achieve local and state stormwater quality compliance. Stormwater treatment facilities will be conceptually programmed into the development and coordinated with the consultant team to confirm general feasibility. The City of Salinas' stormwater treatment requirements are very restrictive compared to other jurisdictions. According to their latest stormwater development standards, our project will need to meet peak flow management and storm drain retention requirements that are typically not required in other Cities. Some type of storm drain storage system will likely be required to retain the necessary volume of stormwater runoff, whether that be oversized treatment basins or an underground vault or similar. BKF will prepare preliminary calculations to meet these City requirements, including the calculations in the City's threshold determination worksheet. We will also make recommendations regarding how to best meet the retention requirements.
5. **Schematic Design/Entitlement Documents:** BKF will prepare preliminary design documents as required for the City Planning Review process. We will be sure to prepare all civil-related items listed in the City's submittal checklist. The following plans will be prepared for the planning submittal:
 - a. Cover Sheet – We will include information and notes relevant to the preliminary drawing set
 - b. Existing Site Plan – topographic survey, existing site improvements, and record project boundary
 - c. Preliminary Grading and Drainage Plan – preliminary building finish floor and site spot finish grade elevations, preliminary drainage facilities/utility services, FEMA flood zone limits and base flood elevation
 - d. Preliminary Utility Plan – showing new connections to the building, coordinated with the MEP consultant
 - e. Preliminary Stormwater Control Plan – BKF will prepare a stormwater control plan.
6. **Preliminary Design Calculations:** BKF will perform preliminary water quality C.3 calculations (i.e., impervious areas, tributary drainage areas, storm outfall flows, BMP sizing, etc.) necessary to confirm the preliminary planning design proposed for Design Review. We assume there will be no earthwork required for this site. We will summarize these calculations on the preliminary drawings.
7. **Meetings:** BKF has budgeted up to a maximum of eight (8) combined staff hours to attend meetings and participate in conference calls during the planning and entitlement phase. Anticipated meetings include internal coordination, and City coordination. Attendance at formal hearings such as Planning Commission, City Council, would be considered as additional services and not part the scope and fee provided.



8. **Submittals:** We have budgeted to provide one (1) formal submittal package to the Architect for initial submittal to the City and up to two (2) resubmittals to address City comments that do not result in a change to the site plan. We have not included a separate submittal to Cal Water in this scope because they typically do not require us to submit plans during entitlements. If a separate submittal to Cal Water is required, BKF can provide that as an additional service.

SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. Any participation in non-adversarial procedures, or other right to repair items, is considered as additional services. For the scope of work identified, we have assumed the following:

1) Basis of Design and Site Information

- a) **Topographic Survey:** A current design topographic base map at a scale of 1" =20' using ground surveying methods will be provided prior to the start of design. This survey will include the location, rim, and invert of gravity utilities and location only 'dry' utilities within the project area along with evidence of other buried utilities. Please refer to the separate survey proposal dated October 28, 2024 for topographic surveying services at the 37 Soledad Street site.
- b) **Title Report:** A current title report for the property will be provided by the owner.
- c) **Geotechnical Report:** A geotechnical report for the project will be provided. At a minimum, this report should address the required paving structural sections, earthwork and compaction recommendations, soil bearing pressures, surcharge pressures, settlement issues, soil infiltration/percolation rates, groundwater levels, and corrosion recommendations.
- d) **Existing Utilities:** Unless otherwise indicated or provided by others, any existing utilities identified on BKF's drawings/plans are based on information obtained by BKF, or provided to BKF, and may not be accurately documented in their horizontal location or vertical profile. Other utilities may be present that were not disclosed. BKF highly recommends that critical facilities be underground service alert (USA) located and potholed during design or prior to construction.
- e) **Potholing:** Potholing services are not included in this proposal unless specifically identified.
- f) **Existing Utility Capacities:** Unless otherwise addressed, existing utilities have adequate capacity to serve the proposed improvements, that they are adjacent to the site frontage and do not require main extensions, and that utility system capacity studies are not required.

2) Responsibilities

- a) **Civil Engineering Scope Items:** BKF's design tasks are limited to civil work outside of the structure(s) and utility connections 5-feet outside of the structure(s) including: site grading, non-structural concrete pavement, concrete sidewalks, concrete curbs and gutters, asphalt pavement, storm drainage, wastewater, and domestic water/fire water design. BKF will provide horizontal control for the building location relative to the project boundary.
- b) **Architect:** The Architect will be responsible for the overall site plan including accessible routes of travel, details of site accessibility signage, parking counts, site coverage calculations, trash areas/enclosures, fencing and walls. A site plan will be provided by the Architect prior to our beginning the DD phase. All work within the building (including any podium, porches, garages, or ramps) will be the Architect's scope of work.



- c) **Site Dry Utilities:** All electric, gas, communications, and lighting improvements will be designed by others, unless specifically included in the civil scope of work.
- d) **Fire System:** Certification of the fire protection system from the point of connection at the public water main to the building sprinkler system must be provided by a properly-licensed fire protection engineer or contractor.
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- f) **Structural Details:** Structural calculations, design, and details for such items as reinforced concrete slabs, foundations, pads, vaults, footings, ramps, stairs, sound/site walls, and/or retaining walls will be provided by others. This includes structural design and detailing for storm water treatment elements that retain ground, parking, or buildings foundations.
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- h) **Joint Trench Design:** Services to the buildings, main extensions, and/or relocation of existing 'dry' utilities (gas, electric, communication, fiber, etc.) will be led by the joint trench/electrical designers unless otherwise contracted. Any utility relocation/abandonment required is assumed to be coordinated and processed by the Joint Trench Consultant. Dry utilities designed by the joint trench consultant will be shown for coordination purposes only on the civil plans.
- i) **Lighting Design & Photometric Analysis:** Lighting design and photometric analysis for the site and public roadways will be provided by others.
- j) **Traffic Signal Design:** Design or modification of traffic signals is not currently included in our scope of work. BKF can provide these services if the City conditions these improvements to the project.
- k) **Water Design:** Proposal assumes that the project will require new water services for domestic, irrigation, and fire. We have not allocated budget to install public or private fire loops within the development or main extensions within the public right of way.
- l) **Mapping:** We have not included time to prepare additional items not contained in the mapping scope of work. Additional mapping services such as subdivision maps, private easement documents, quit claims, ALTA's, right of way dedications, etc. not specifically listed in this proposal are not included.
- m) **Cost Estimating:** All cost estimating will be provided by a project estimator. BKF will review the cost estimates for general consistency with the plans.
- n) **Pump Stations:** Pump station design (electrical, mechanical, plumbing, and sitework) is not included in the basic scope of services. We can provide pump station design service as an additional scope item at your request.
- o) **Earthwork:** Due to the variability in soils properties, existing site conditions, foundation types and preparation, trench, imported material and other factors, no delineation of earthwork quantities or 'site balance' is implied with the scope of work. Any earthwork quantities generated are solely for bonding and



permitting of the work with the local agency and must only be used as an approximate guide as to the actual earthwork and site balance.

3) CEQA, Entitlement, and Off-Site Improvements/Studies

- a) **CEQA/EIR Consulting:** Some jurisdictions allow project sponsors to provide technical studies to support the CEQA document and review by the sponsor of the administrative draft document. We have not included time for assisting in this effort. Should this be requested, we can provide a separate scope to support this effort.
- b) **Conditions of Approval:** The proposal is based solely on the concept site plans provided by the project architect prior to the issuance of the Project Conditions of Approval. Once available, BKF will review the project conditions and identify any that require services not contained without our base proposal along with a fee required to provide those additional services
- c) **Off-Site Improvements:** Off-site improvements are limited to designing new curb cuts along the project frontage and construction of new curb, gutter, sidewalk, and utility services to the public mains within the fronting public roads. If additional off-site improvements are subsequently required as a result of the planning entitlement or permitting process, we will notify you of the change in scope and provide an additional service request to cover the new scope. We have assumed that the minimal public improvements currently anticipated to support this development can be design and documented with the on-site improvement plans.

4) Meetings

Meetings: Meetings are assumed to be held in the Bay Area or via remote conference. Meeting time requested beyond what we have budgeted is not included in this proposal.

5) Phasing, Delivery and Deliverables

- a) **Phasing:** The project will be permitted and constructed in one phase and that construction phasing plan(s), or interim condition plans, will not be required for this project. Proposal does not include preparing and processing split construction permits for demolition, rough grading, backbone utilities, etc.
- b) **Submittals:** All submittals, and the coordination thereof, will be facilitated by the lead consultant and /or owner representative.
- c) **Permits:** Unless otherwise specifically delineated in the scope of services, permit processing, applications, fees, and submittals to local, state, and federal agencies and utility purveyors will be provided by others. BKF will submit to the client delineated scope deliverables for client submission to governing agencies.
- d) **Drawings:** All drawings will be prepared in AutoCAD format. We will submit copies of all drawings in both electronic and paper format.
- e) **Building Information Modeling (BIM):** We have not included time to convert civil 3D design or existing conditions AutoCAD files into BIM model files. We have assumed all conversions will be by the Architect.



COMPENSATION

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Schematic Design/Entitlements Documents and Support	\$ 15,400

Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6475 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Craig Smith, PE, QSD
Project Manager



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2025

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal in Charge	\$317.00
Senior Project Executive	\$294.00
Project Executive	\$287.00
Senior Project Manager Senior Technical Manager	\$278.00
Project Manager Technical Manager	\$273.00
Engineering Manager Surveying Manager Planning Manager	\$251.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$233.00
Project Engineer Project Surveyor Project Planner	\$205.00
Design Engineer Staff Surveyor Staff Planner	\$179.00
BIM Specialist I, II, III	\$179.00 - \$205.00 - \$233.00
Technician I, II, III, IV, V	\$170.00 - \$181.00 - \$198.00 - \$213.00 - \$230.00
Drafter I, II, III, IV	\$133.00 - \$146.00 - \$158.00 - \$175.00
Engineering Assistant Surveying Assistant Planning Assistant	\$111.00
FIELD SURVEYING	
Survey Party Chief	\$233.00
Instrument Person	\$200.00
Survey Chainperson	\$150.00
Utility Locator I, II, III, IV	\$122.00 - \$172.00 - \$207.00 - \$235.00
Apprentice I, II, III, IV	\$92.00 - \$124.00 - \$137.00 - \$145.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$305.00
Senior Construction Administrator	\$266.00
Resident Engineer	\$197.00
Field Engineer I, II, III, IV	\$179.00 - \$205.00 - \$233.00 - \$250.00
FUNDING & GRANT MANAGEMENT	
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PROJECT ADMINISTRATION	
Project Coordinator	\$149.00
Senior Project Assistant	\$128.00
Project Assistant	\$113.00
Clerical Administrative Assistant	\$95.00

Expert witness rates are available upon request.

Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.





April 1, 2025

Lindsey Moder
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: Soledad Street Properties - Entitlements Consulting
40 Soledad Street
Salinas, CA 93901
Job No. 2025.083.00

Dear Lindsey,

We are pleased to submit this proposal to provide structural consultation services for the Soledad Street project in Salinas; thank you for considering Tipping for your team. This proposal is intended to support the entitlement and project planning process currently underway. We are basing this proposal on our discussions with you and your request for a proposal emailed on March 27, 2025, which included conceptual renderings of the proposed project.

We understand that the current phase of the project, covered by this proposal, will develop the plans to a schematic level for 3 separate buildings located on existing parcels at 34-40 Soledad Street, 45 Soledad Street and 37 Soledad Street. We understand that two separate entitlements packages will be submitted for approvals. Package 1 will include the work at 37 Soledad Street. Package 2 will include the work at 34-40 Soledad Street and 45 Soledad Street.

The proposed plans envision the following scope for the various properties:

- **37 Soledad Street:** This is the site of the former Republic Cafe. We have proposed to perform a Historic Structures Report (HSR) as part of a separate agreement with your office. This proposal assumes that the work for the HSR and schematic entitlements design will be distinct and separate scopes under different agreements. The fees associated with this proposal assume that the HSR work under a separate agreement will proceed concurrently. The proposed plans call for the rehabilitation of the existing two-story, wood-framed building, with a possible horizontal or vertical addition to create a mixed-use structure housing a local museum with affordable housing. Our work will be to outline the structural interventions needed to stabilize, seismically strengthen, and reinforce the building frame and foundations to support the new addition.

- 34-40 Soledad Street:** This portion of the project includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing (a new 5 story, podium-type multifamily structure). Our work during this phase will focus on the existing structure (at 38 Soledad) and modifications required to rehabilitate and integrate it with the planned new housing structure. We may provide limited consulting related to the proposed structural assemblies envisioned for the new building, but we understand that significant structural input is not required during this phase of the project for proposed new construction.
- 45 Soledad Street:** This portion of the project is located on a corner lot that is currently cleared. The proposed plans call for a new building that is meant to approximate a previous two story building that existed on this site - with an additional 1 to 3 stories above planned as affordable housing. Our work for this project will be limited to preliminary advice on framing assemblies, foundation considerations, and column grid coordination between the lower and upper structure (which is envisioned to have a setback).

As part of this effort, we will advise on design strategies and structural assemblies, and respond to questions regarding constructibility, cost, and permitting considerations. We will coordinate design concepts with the architectural program and make recommendations as appropriate. We will meet with the design team, as may be necessary, to review and discuss design options and considerations. If geotechnical recommendations are available, we will advise on alternative foundation systems and site considerations. We will make verbal and written recommendations, and provide redline markups or diagrammatic structural sketches, and we will provide a structural narrative if requested. We will not be providing a set of drawings.

We propose to provide basic structural engineering services for the above work for the sum of \$24,500.00, excluding reimbursable expenses. The work will be done in accordance with the enclosed General Conditions. We estimate our fee will be broken down by work on the various properties as follows:

Property	Estimated Fee
37 Soledad	\$8,500.00
34-40 Soledad	\$12,500.00
45 Soledad	\$3,500.00
	<hr/>
	\$24,500.00

Soledad Street Properties - Entitlements Consulting

April 1, 2025

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed.

Please call if you have any questions.

Sincerely,

Accepted:



Marc Steyer, SE, LEED AP
Principal

Signature

Printed Name and Title

Date

25083.wa.odt



Interface Engineering Inc
1999 Harrison Street, Suite 550
Oakland, CA 94612
TEL 415.489.7240
www.interfaceengineering.com

April 2, 2025

Lindsey Moder
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: 39 Soledad Street and 34-40/45 Soledad Street Entitlements
Professional Services Proposal

Dear Lindsey:

Thank you for the opportunity to provide you with our proposal for the 39 Soledad Street and 34-40/45 Soledad Street Entitlements project.

This proposal is based on our Standard Provisions of Agreement for Professional Services, which is attached and incorporated by this reference.

PROJECT DESCRIPTION

Project Owner

City of Salinas

Project Location

39 Soledad Street and 34-40/45 Soledad Street
Salinas, CA 93901

Project Description

The scope of this project is to provide Mechanical, Electrical, Plumbing, and Fire Protection consulting services for the entitlements phase for various properties on Soledad Street. Interface will provide guidance for spatial requirements for housing systems and input on utility service sizes and POCs. We will also respond to comments on the entitlements set as required. There will be two packages:

Package One: 34-40 and 45 Soledad Streets

The City would like to package these two sites together to make the project more enticing for a developer.

34-40 Soledad includes 4 parcels that were previously combined to make one. There is a historically significant building on one of these parcels that will be maintained and rehabilitated with additions around and above it for affordable housing.

45 Soledad is a corner lot. The proposed project is meant to approximate a previous building that existed on this site - with an addition above, also for affordable housing.

Package Two: 37 Soledad Street

This is the site of a National Register listed historic building called the Republic Cafe. The building will be rehabilitated and an addition / stories above will be added to create a local museum with affordable housing above.



Sustainable Design Requirements

Project is not anticipated to pursue LEED® certification or any other third-party green building certifications/incentive programs. We will include energy efficiency designs where feasible and cost effective.

INFORMATION SOURCE

Based on RFP/email from Lindsey Moder dated March 27, 2025.

ASSUMPTIONS

Based on information received, we understand that this project:

- Packages will be designed and permitted concurrently.
- Project will not be a high rise.
- Project will not be a LEED® project.
- Project Funding: We have assumed and understand that funding for this project has been secured or will be in place when project design starts. We have not assumed that payment for services will be held or delayed due to any funding delays or issues.

PROJECT SCHEDULE

- Entitlements: Approximately 3 months.

Note: Dates listed above are approximate based on information provided. However, substantial changes to the schedule above, and start/stops to project progress may result in additional services and fees.

MEETINGS AND DESIGN SITE VISITS

Up to four virtual meetings and conference calls.

DESIGN SUBMITTALS

Entitlements Package (MEPF Space Matrix, Utility Service Markups)

CONSTRUCTION COSTS

Total Construction Cost is undisclosed.

EXCLUSIONS AND CLARIFICATIONS

1. Design drawings are not included. Interface will provide a Space Matrix in Excel format and PDF markups.
2. Stamping/sealing of design documents by registered engineer are not included.
3. Construction cost estimates will be by construction cost estimator. We will review cost estimator's pricing and provide comments.
4. Life cycle cost analysis for mechanical/electrical systems are not included.
5. Energy modeling is not included.
6. Energy code check of envelope, mechanical, and lighting systems are not included.
7. Investigative site visits are not included.
8. Work associated with public street lighting or power design is not included.
9. Project related services associated with LEED and/or other third-party Green Building Certification.
10. Project related services associated with utility incentives, including energy modeling for custom track incentives, charrettes and incentive documentation are not included.



FEE

Fixed Fee

Project Phase	Mechanical Engineering	Electrical Engineering	Fire/Life Safety	Phase Totals
Entitlements Phase	\$5,000	\$3,500	\$1,000	\$9,500

Total Fee: \$9,500

*Plus reimbursable expenses noted below.

PAYMENT TERMS

Standard reimbursable expenses include, but are not limited to: final plots, project mileage to jobsite or meeting locations, parking, shipping, and messenger services.

Billed in addition to the above fee at cost plus 10 percent processing fee.

We will bill fees and reimbursable expenses monthly as services are performed. Payment is due within 60 days of receipt of invoice. Finance charges may be added after that time at a rate of 1.5 percent per month (annual rate of 18 percent). Finance charges will be applied to delayed payments resulting from lack of project funding. Upon aging of fees and reimbursable expenses beyond 90 days, Interface reserves the right to meet with Architect and holder of Prime Contract to determine resolution prior to continuation of services.

This proposal is valid for 90 days from the date first written above. Interface Engineering Inc (Interface) reserves the right to modify or update this proposal after that date.

ADDITIONAL SERVICES

Services requested beyond those included in this proposal will be considered extra services and will be billed either at hourly rates listed below or will be estimated on a lump sum basis. Interface may decline to perform additional work until authorization is received in writing.

Additional services will be billed at our standard hourly rates at the time the work is performed*. Our current standard hourly rates (2025) are:

Senior Principal:	\$375/Hour
Principal:	\$325/Hour
Associate Principal:	\$275/Hour
Associate/Project Manager:	\$260/Hour
Sr. Engineer-Designer:	\$230/Hour
Engineer-Designer:	\$185/Hour
Project Designer-Drafter:	\$165/Hour
Administrative:	\$135/Hour

*Annual rate changes are expected to be 4% per year.



DESIGN-BUILD SERVICES

If design-build services are provided, Client acknowledges that Interface will provide performance specifications. In the event that drawings are provided, they will be conceptual drawings only. Conceptual drawings and performance specifications are intended as guidelines for the design of system(s) by the design-build contractor. Conceptual drawings and performance specifications are not intended for use to obtain a building permit or as bid documents. The design-build contractor is responsible for complete design, engineering, permit documents, construction documents, and coordination with architectural, all trades and utilities, and governing jurisdictions and licensing agencies. The design-build contractor is responsible for system quantities, capacities, routing, and installation adequate for its intended use. All detailing by design builder. Client agrees that Interface is not responsible for the design and will indemnify and hold harmless Interface for any and all claims, damages, allegations, and costs, including attorneys' fees at trial, arbitration and on appeal, arising out of the design and installation of design-build systems.

Client acknowledges that Interface's review of submittals by design-build contractor is for the limited purpose of checking for conformance with the performance concept expressed in the contract documents. Interface's review does not constitute approval of safety precautions, means and methods, approval of an assembly, or approval of a component.

Attached is our Standard Provisions of Agreement for Professional Services. If this Proposal and the Standard Provisions of Agreement meet with your approval, please sign below, initial the Standard Provisions, and return to us. By your signature, you acknowledge that you have read the Standard Provisions of Agreement and that you read and agree to the Limitation of Liability paragraph. We will not proceed with the work until this signed Agreement is returned to us. In addition, you represent that you have authority to bind TEF Design. If you have modified this proposal, we will review your modifications. This Agreement shall not be in effect until we sign, accepting your modifications.

If you have any questions, please contact this office.

Sincerely,

Wesley Lau, PE, LEED AP
Principal

Hormoz Janssens, PE, LEED AP
Managing Principal

Enclosures: Standard Provisions

COMPANY: TEF Design

CONTACT: _____
Lindsey Moder, AIA, Associate

_____ Date



October 29, 2024, *Revised June 10, 2025*

Grant Leonard
City of Salinas
Planning Manager, Community Development Department
65 West Alisal Street, 2nd Floor
Salinas, CA 93901
grantl@ci.salinas.ca.us

Re: 37 Soledad Street/Republic Cafe - Historic Structures Report, Structural Upgrades and Building Shell Improvements

Dear Grant,

Thank you for this opportunity for TEF Architecture & Interior Design, Inc. (TEF, TEF Design or Design Team) to submit our proposal for architectural design and historic preservation services for improvements to the historic Republic Cafe, located at 37 Soledad Street in Salinas' Chinatown. The overall intent of the project is to establish the building's historic significance and integrity through the preparation of a Historic Structure Report, to understand the financial feasibility of using the property for mixed use and residential uses, and to complete structural upgrades and building shell improvements in order to bring the building to a stable and watertight condition. We understand that this project is categorized as an emergency stabilization and will be exempted from NEPA review requirements prior to the initiation of the project.

DESCRIPTION of SCOPE

The Republic Cafe was designed and constructed in 1942 and owned by the prominent local Salinas Chinatown family of Wallace Ahtye. The building played an important part in the development and business district of Salinas' Chinatown, was listed in the National Register of Historic Places in 2011, and is a State and local landmark. The City of Salinas Community Development Department has recently purchased the building.

Given the extensive disrepair and extreme structural degradation of the building, the City has asked TEF to prepare a Historic Structure Report (HSR). For this effort, TEF will serve as the historical architect and lead the evaluation and report effort. We have invited Gretchen Boyce, architectural historian from Groundwork Planning (GP) and Marc Steyer, Structural Engineer from Tipping Engineers, Inc. to join our team. With limited, specific scopes, these consultants will provide a thorough building evaluation.

The primary focus of this project will be emergency stabilization structural upgrades and repairs to the building shell. Note that a full rehabilitation of the building exterior will occur at a future design phase. The intent of this phase as it pertains to the historical integrity of the building is to secure historic components to the building and to prevent their further degradation.

The base scope of work includes structural upgrades to the historic, two-story, reinforced concrete building. Additional shell improvements will be required to bring the building to a watertight and secure condition, including but not limited to:

- Select minimal demolition (including architectural, structural, plumbing, mechanical and electrical systems) to complete structural upgrades and to ensure safety on site during construction;
- Full roof replacement, including repair or replacement of roof drainage components;
- Temporary securement of architectural components at primary west facade; attachment methods to be designed to not damage historic structure or materials (alternatively, some components



- may require removal and storage until a further design stage;
- Boarding up of existing facade openings (doors and windows);
- Repair of cracks, spalls, additional damage to exterior stucco and concrete exterior walls to watertight condition;
- For the purposes of budgeting, TEF will include fire sprinkler protection of the building in the schematic design costing set. If the Client elects to move forward with a Fire protection system through Construction Documents, a plumbing engineer will be brought on to the team (as an additional service with an added cost) to provide criteria documents for a design-build fire protection system (see Additional Services).
- The project will result in a cold shell structure. The building will not be conditioned, but will have code-required safety lighting and (at the option of the City) may have a fire protection system installed. Emergency lighting will be designed by the contractor on a design-build basis. Interior finishes will include plywood flooring and unfinished gypsum board walls.

In order to complete this work, the building will first be fully documented to generate as-built drawings and a civil site survey to document existing utilities, site topography etc. An existing conditions site analysis is required for both the HSR and upgrade work and will be completed in two separate visits. A summary of the project team, scope, and assumptions are listed below and in the attached Exhibit B: Task & Hours Summary. Any variance from the items outlined below may require a revision to the proposed fees.

PROJECT TEAM & DISCIPLINES

ARCHITECT & PRESERVATION ARCHITECT

TEF Design, 1420 Sutter St., 2nd Flr, San Francisco, CA 94109

Maryam Rostami, Principal and Lindsey Moder, Project Manager and Preservation Architect

ARCHITECTURAL HISTORIAN

Groundwork Preservation LLC, 26445 Cape Horn Rd, Colfax, CA 95713

Gretchen Hilyard Boyce, Principal

STRUCTURAL ENGINEER

Tipping Engineers, 1906 Shattuck Avenue, Berkeley, CA 94704

Marc Steyer, SE, Principal

CIVIL ENGINEER

BKF Engineers, 255 Shoreline Drive, Suite 200, Redwood City, CA 94065

Jonathan Tang, PE, Associate Principal

COST ESTIMATOR

TBD Cost Consultants, 2063 Grant Road, Los Altos, CA 94024

Deo Bhalotia, Principal



PROJECT SCOPE & PHASES

The project scope of work described herein is based on a phone conversation with members of the City's Community Development Department on October 16, 2024.

HISTORIC STRUCTURE REPORT (HSR)

1. Gather and review available building information in preparation for site visit.
2. Attend site visit* to document building conditions photographically and graphically by hand. Our evaluations will:
 - a. Be completed from ground using visual observation only;
 - b. Include evaluation of interior spaces and finish conditions;
 - c. Include evaluation of the roof and roofing components;
 - d. Identify observed and known deferred maintenance, repairs, and required replacements;
 - e. Identify character defining features.

*Project team will require assistance from the City to coordinate a site visit, to remove existing plywood from the building facade to enable visual inspection of all building elevations and access to the building interior, and to provide additional presence on site during the evaluation.

3. Complete research at pre-identified local repositories and online, as needed. (*TEF & GP only*)
4. Attend & facilitate (1) meeting with the City to present findings of team investigation (*TEF & GP only*)
5. Complete report and submit to the City.

Meetings

1. Site Investigation Results Meeting with the City

Deliverable Dates:

1. Historic Structure Report Draft: October, 2025

BUILDING STRUCTURAL UPGRADES AND BUILDING SHELL IMPROVEMENTS

Phase 1: Building Existing Conditions Assessment

1. Initial site visit to:
 - a. Review site survey and grades with Civil Engineer (to occur at HSR site visit);
 - b. Review building deficiencies with structural engineer;
 - c. Take existing conditions measurements to confirm existing drawings;
 - d. Fully document building existing conditions (photographically, in drawings and in words);
 - e. Document existing building systems and service points of connection
2. Prepare base drawings (incorporating existing conditions) using existing drawings** and documented building measurements.
 - a. Architect will document existing MEP systems/ components with the understanding that they will all be demolished back to source for future redesign.
 - b. Structural Engineer to prepare existing conditions drawings to document building structural components.
 - c. Base drawings to include:
 - i. Site Plan (based on Civil Survey)
 - ii. Floor Plans
 - iii. Roof Plan
 - iv. Elevations
 - v. Building Section

**Note: *TEF has located as-built drawings prepared by The Architecture Company in 2009. A reimbursable cost has been included here to purchase these drawings.*



3. Complete building code analysis. Prepare a memo that identifies code requirements and recommendations as related to current codes and Fire Marshal requirements.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members. Topics to include, but not limited to: Conditions survey findings, and approach to building stabilization.
2. Regulatory Meetings (1 meeting per AHJ):
 - a. Salinas Fire Marshal
 - b. City of Salinas Building Department

Deliverable Dates:

1. As-built drawings: September, 2025
2. Code Memo: September, 2025

Phase 2: Schematic Design

1. Develop and refine demolition and conceptual plans and for the City's consideration, review, and comments. Considerations for the conceptual plan may include:
 - a. Required demolition and/or salvage (including MEP systems)
 - b. Historic elements (interior and exterior) to remain
 - c. Structural Upgrades. SE will prepare two schemes.
2. Consult with AE Team and cost estimator on demolition, structural upgrade schemes, and exterior envelope repairs and document to inform a Project Cost of Work.
 - a. Provide directives on any non-standard or potentially costly repairs for building envelope and/or new design items.
 - b. Review Project Cost of Work with the City, including format, categories and assumptions.
3. Prepare for and present to the Salinas Historic Resources Board. This Presentation will include presentation of both the results of the HSR efforts and endeavor to show that the proposed project work is in keeping with the Secretary of the Interior's Standards for the Treatment of Historic Properties. (*TEF, Tipping*)
 - a. 1.5-hr in-person presentation (slideshow)
4. Structural Engineer to develop a full scope of services to complete Design Development, Construction Documents, Bidding, and Construction Observation for the Republic Cafe Structural Upgrades following Phase 2 Schematic Design. Please note that Structural Engineer fees provided herein for Phases 3, 4, and 5 are estimated. See Tipping Proposal Exhibit D.

Meetings:

1. Bi-weekly call-in meetings with Owner, Architect and appropriate AE team members. Topics to include, but not limited to: conceptual design review, cost estimate, and presentation to HRB.

Deliverables:

1. Conceptual level building demolition plans.
2. Two conceptual level structural upgrade schemes
3. Conceptual level proposed roof and floor plans, building elevations and building sections annotated with relevant rehabilitation and design work.
4. Cost Estimate
5. HRB Presentation SlideDeck
6. Written Scope of Services to complete Design Development, Construction Documents, Bidding, Construction Observation for the historic Fred Turner Building rehabilitation.



Deliverable Dates:

1. Conceptual Level drawings: Late September, 2025
2. Comments on Cost of Work estimate: October, 2025

Phase 3: 90% Construction Document for Building Permit and Pricing

1. Advance design documentation to 90% Construction Documents* and Technical Specifications for Building Permit Submittal for City's approval and as bid documents.
 - a. Construction Drawings and Specifications shall be sufficient for construction of the project.
 - b. Client and team will choose one schematic structural upgrade scheme to progress to Construction Documents.
2. Update project construction cost estimate and review with the City.

Meetings:

1. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. PDF of Permit Submittal Construction Documents (drawings, technical specifications in CSI format Division 2 through 32, structural calculations) for Building Permit. PDF of 100% Submittal Construction Documents for Building Permit:
 - a. Drawings to include:
 - i. Title and building code summary sheets;
 - ii. Site plan
 - iii. Demolition basement, first floor and roof plans, and demolition elevations/sections;
 - iv. Floor plans;
 - v. Building elevations and sections – elevations to include facade repair notes;
 - vi. Exterior repair details;
 - vii. Structural Foundation and framing plans, and structural details;
 - b. Technical specifications in CSI format Division 2 through 32;
 - i. Division 1 specifications pertaining to historic preservation requirements only;
 - c. Structural calculations
2. Appropriate Division 1 specifications pertaining to historic preservation treatment plans, selective demolition, and building monitoring.
3. Ten copies of Construction Documents for Bidding and make available "camera-ready" PDF copies

Deliverables Date:

1. Building Permit Set Submittal: January, 2026

Needed from the City:

1. The City shall provide "front-end" specifications of Project Manual including Instruction to Bidders, Contract, General Conditions and Division 1.

Phase 4: Conformed Set (100% Construction Documents)

1. Meet with City permit review staff as needed to refine plans for resubmittal. Obtain final permit.
2. After receipt of City's approval of Working Drawings, Technical Specifications, and results/changes based on external cost estimate and constructability review, assemble 100 % Final specifications and drawings.



Meetings:

1. Up to two (2) meetings with Permit Service Center
2. Bi-weekly call-in meetings with the City, Architect and appropriate AE Team members.

Deliverables:

1. Building Permit Set Resubmittal including Building Department permit comment responses

Deliverable Dates:

1. Building Permit Set Resubmittal: TBD.
2. 100% Submittal Construction Documents: TBD

Phase 5: Construction Administration and Project Closeout

1. Support the City and the Contractor in the construction of the project in accordance to the contract documents, schedule and budget; and in the turnover of a complete project. The City shall provide prompt written notice to the Architect if the City becomes aware of any fault or defect in the project, including errors.
2. Lead the design team and coordinate with the contractor and the City during construction.
 - a. Review General Contractor's Construction Schedule.
 - b. Response to field inquiries and RFI's – Assume 20 RFIs
 - c. Create Architect's Construction sketches – Assume 10 ASKs and 30 per each consultant
 - d. Review submittals and coordination of reviews by the City – Assume 10 submittals plus (1) resubmittal per each submittal
 - e. Develop and issue Supplemental Instructions – Assume 10 ASIs
 - f. Review change order proposals and change orders prepared by others.(up to 15)
 - g. Review contractor pay applications (assume 12)
 - h. Attend monthly project construction meetings. (GC to lead meetings and issue minutes.)
 - i. Perform quality-assurance/field observation walks following regularly scheduled project meetings, and prepare site observation reports – assume 6 reports
 - j. Coordinate code-related changes to the project with the City.
3. Manage the Design Team's final review and punch list efforts
 - a. Coordinate the design team and perform punch list walks, and issue in writing to GC the observations or corrections required for inclusion in punch list – assume 2 punch lists
 - i. Conduct two rounds of on-site review.
 - ii. Approve completed punch list.

Meetings:

1. On-site Construction meetings – 6, bi-monthly
2. Telephone Construction meetings- 24, every other week except for on-site per above
3. Two site walks total for punch list

Schedule Estimate

1. Construction and construction close-out duration assumed 12 months



ADDITIONAL SERVICES

The Additional Services listed below are not included in the Basic Services but may be required for the Project.

1. Drone Services: Fee to hire drone services for additional photos of the building. See Spaur Group Proposal Exhibit H.
2. Prepare and manage team development of as-built drawings.
 - a. Review GC's as-built drawings for architectural, civil, landscape, structural, plumbing, mechanical, electrical and lighting, and coordinate effort to deliver a complete Record Set for the project.
3. Structural Engineering for Phases 3 through 5: Scope & fee clarifications based on scope determined in Phase 2: Schematic Design. See Tipping Proposal Exhibit D.
4. Fire Protection System: Coordination & plumbing engineering services for design-build criteria documents

ASSUMPTIONS

1. Project drawings will be generated in Revit. Delivery of AutoCAD to the City may be requested but no specific CAD standards are required.
2. Civil Site Survey will be prepared in CAD and shared with the City in native format. No specific CAD standards are required.
3. All work shall comply with current codes.
4. The Client will provide continuity of staff to serve as the primary contact(s) through the duration of the project.
5. See Exhibit A for the proposed project schedule.
6. The following are the responsibility of the City:
 - a. Geotechnical investigation and report including foundation design recommendations and seismic site.
 - b. Pest and termite inspection and report.
 - c. Hazardous materials investigation and report. The Architect and our Consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure to, hazardous materials or toxic substances in any form at the project site.
 - d. Destructive testing.
 - e. Permit submittal costs

EXCLUSIONS

GENERAL

1. Work related to the investigation or handling of Hazardous Materials
2. Materials testing and inspections or selective demolition
3. Geotechnical Investigations
4. Design or installation of building security systems
5. Generation of multiple conceptual design plans and multiple and additional revisions/iterations of conceptual and schematic design plans.
6. Meetings and presentations additional to those listed in Scope of Services.
7. Overall project management, including overall project and construction schedule, project budget and project bidding process.
8. Presentation drawings and renderings (of elevations, floor plans and 3-D views), and physical and computerized models (hard copy and/or digital) for the City's use.



9. Phasing plans and strategy.
10. Environmental review, documentation, coordination or completion of required mitigation measures required by Salinas Planning Department, California Environmental Quality Act (CEQA), or National Environmental Protection Act (NEPA) may be completed as an additional service to this proposal.
11. Not responsible for tests, inspections, and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
12. Not responsible for all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.
13. Energy, comfort (temperature) and thermal computational modeling and related graphic imagery.
14. LEED or any other sustainable design program documentation and submittal for certification..
15. Redraw or redesign due to unforeseen conditions – including unknown site conditions, impact of surrounding project (as identified by City's approval process), unpredictability of bid climate and escalating construction cost.
16. Emergency generator.
17. Renewable energy such as photovoltaic arrays and systems.
18. Front End Documents including the following typically included in a Project Manual: Introductory Information, Bidding Requirements, Instructions to Bidders, Contracting Requirements, Division 1 and Division 2 of the Specifications Sections
19. Special documentation of additive or deductive bid alternates in Construction Documents.
20. Review of bidders' pre-qualifications.
21. Construction means and methods.

CONSTRUCTION ADMINISTRATION

1. Meetings and presentations additional to those listed in Scope of Services
2. Overall project management and construction management, including overall project and construction schedule, project budget, bidding process and direction to selected general contractor
3. Establishing design criteria for designing or making field observations of shoring for building excavations or underpinning of adjacent structures, or temporary support of building elements during construction.
4. Continuous and/or detailed inspections of construction including Special Inspections as defined in Section 1704 of the California Building Code.
5. Special construction and inspections – Typically conducted by the City's engineering testing laboratory.
6. Submittal list – Typically prepared by the General Contractor.
7. Construction administration services beyond 12 months
8. Additional RFI or Submittal review beyond the assumptions listed above
9. Prepare Requests for Proposal (RFP)
10. Review proposals prepared by General Contractor



FEE SUMMARY

The proposed fees are lump sum figures, as follows:

HSR Fee Summary	
TEF Design (Historical Architect)	\$47,337.00
Groundwork Planning (Architectural Historian)	\$23,824.19
Tipping Structural Engineers (Structural)	\$5,250.00
TOTAL	\$76,411.19

Structural Upgrades Fee Summary		
TEF Design (Historical Architect)	\$166,913.92	
Tipping Structural Engineers (Structural)	\$10,250.00	(excludes Phases 3-5)
BKF Engineers (Civil)	\$8,250.00	
TBD Consultants (Cost Estimate)	\$41,360.00	
TOTAL	\$226,773.92	

A breakdown of the team proposed fees can be found in the attached Exhibits C, D, E, and F. Fees will be invoiced on a monthly basis on percentage of completion. Reimbursable expenses will be invoiced monthly. Additional services will be performed only upon your written authorization, should they be requested. Please note that the structural engineering fees provided for Phases 3, 4 & 5 of the Building Structural Upgrades & Building Shell Improvement phases are estimates. Any additional scope that is determined during Phase 2 will be proposed as an additional service.

Additional Services

Drone Services (See Exhibit G) \$488.58

CONCLUSION

Please feel free to contact me if you have any questions or comments. If you agree with the terms of this proposal, please sign below. We are excited to continue supporting the City of Salinas with this project.

Sincerely,

Maryam Rostami, AIA, LEED AP, NOMA, LFA
Principal

Douglas Tom, FAIA, LEED AP
Founding Principal

Agreed by Date



Attachments:

- Exhibit A - Proposed Project Schedule
- Exhibit B - Task & Hours Summary: Architectural, dated 28, October 2024
- Exhibit C - GroundWork Preservation Proposal
- Exhibit D - Tipping Engineers Proposal
- Exhibit E - BKF Engineering Proposal
- Exhibit F - TBD Consultants Proposal
- Exhibit G - Spaur Group Proposal

EXHIBIT A

37 Soledad Street HSR & Structural Upgrades

PROPOSED Project Schedule
10/29/24, Revised 06/10/25

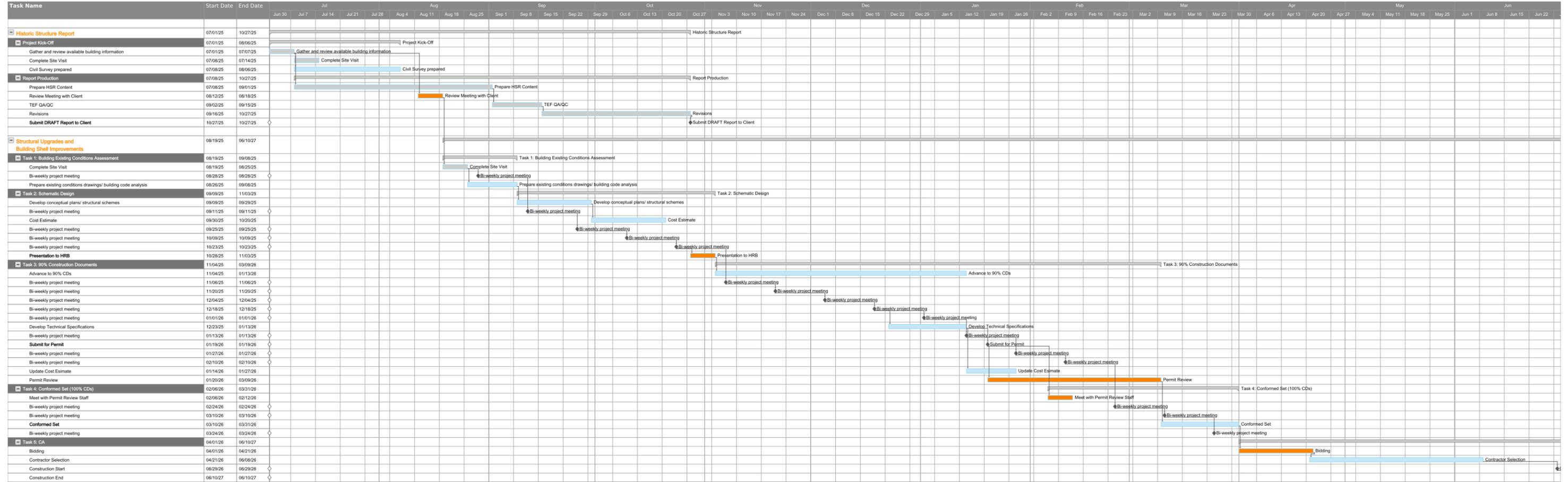


EXHIBIT B

TEF Design 37 Soledad Street HSR and Structural Upgrades City of Salinas	10/29/24
TASK & HOURS SUMMARY: Design Team Summary	

HSR Fee Summary		Structural Upgrades Fee Summary			Financial Feasibility Analysis	
TEF Design (Historical Architect)	\$47,337.00	TEF Design (Historical Architect)	\$166,913.92		EPS Inc (Market Study)	\$12,500.00
Groundwork Planning (Architectural Historian)	\$23,824.19	Tipping Structural Engineers (Structural)	\$10,250.00	(excludes Phases 3-5)		
Tipping Structural Engineers (Structural)	\$5,250.00	BKF Engineers (Civil)	\$8,250.00		TOTAL	\$12,500.00
		TBD Consultants (Cost Estimate)	\$41,360.00			
	TOTAL		TOTAL			
	\$76,411.19		\$226,773.92			

Additional Services	
Drone Services	\$488.58

BASIC SERVICES		FIRM			
HSR Tasks		TEF Design (Historical Architect)	Tipping Engineers (Structural Engineer)	Groundwork Planning (Architectural Historian)	Total
1.0	Gather and review available information	\$530.00	\$1,000.00	\$2,240.00	\$3,770.00
2.0	Attend Site Visit	\$4,680.00	\$1,000.00	\$3,180.00	\$8,860.00
3.0	Complete Research	\$670.00	-	\$3,180.00	\$3,850.00
4.0	Present Findings to Client	\$670.00	-	\$560.00	\$1,230.00
5.0	Complete and submit report	\$38,260.00	\$3,000.00	\$14,100.00	\$55,360.00
6.0	Project Management	\$2,000.00	-	-	\$2,000.00
	Reimbursable Expenses	\$527.00	\$250.00	\$564.19	\$1,341.19
				TOTAL	\$76,411.19

BASIC SERVICES		FIRM				
Structural Upgrade Tasks		TEF Design (Historical Architect)	Tipping Engineers (Structural Engineer)	BKF Engineers (Civil Engineer)	TBD Consultants (Cost Estimate)	Total
Phase 1: Building Existing Conditions Assessment (3 weeks)						
1.1	Attend Site visit	\$3,120	\$1,000	\$500	-	\$4,620.00
1.2	Prepare Existing Conditions Drawings	\$7,600	\$2,000	-	-	\$9,600.00
1.3	Building Code Analysis	\$1,840	-	-	-	\$1,840.00
1.4	Bi-weekly Project Meetings (1)	\$750	-	-	-	\$750.00
1.5	Project Management	\$2,000	-	-	-	\$2,000.00
						Task 1 Sub-Total
						\$18,810.00
Phase 2: Schematic Design (3 weeks)						
2.1	Develop Schematic Design Drawings	\$7,200	\$7,000	\$7,500	-	\$21,700.00
2.2	Cost Estimate Coordination	\$1,840	-	-	\$18,800	\$20,640.00
2.3	Prepare for HRB Presentation	\$2,400	-	-	-	\$2,400.00
2.4	Attend HRB Presentation	\$3,360	-	-	-	\$3,360.00
2.5	Bi Weekly Project Meetings (4)	\$3,000	-	-	-	\$3,000.00
2.6	Project Management + QC	\$2,000	-	-	-	\$2,000.00
						Task 2 Sub-Total
						\$53,100.00
Phase 3: 90% Construction Documents (10 weeks)						
3.1	Develop Construction Documents	\$19,400	-	-	-	\$19,400.00
3.2	Develop Technical Specifications	\$13,600	-	-	-	\$13,600.00
3.3	Update Construction Cost Estimate	\$2,120	-	-	\$22,560	\$24,680.00
3.4	Prepare Permit submission to City	\$650	-	-	-	\$650.00
3.5	Bi-weekly Project Meetings (8)	\$4,080	-	-	-	\$4,080.00
3.6	Project Management + QC	\$2,040	-	-	-	\$2,040.00
	Task 3 Sub-Total					\$64,450.00
Phase 4: Conformed Set (100% Construction Documents) (3 weeks)						
4.1	Respond to City Questions/ attend meeting with review staff (virtual)	\$3,040	-	-	-	\$3,040.00
4.2	Revise Drawings	\$3,480	-	-	-	\$3,480.00
4.3	Revise Specifications	\$4,080	-	-	-	\$4,080.00
4.4	Bi-weekly Project meetings (4)	\$2,040	-	-	-	\$2,040.00
4.5	Project Management	\$1,360	-	-	-	\$1,360.00
	Task 4 Sub-Total					\$14,000.00
Phase 5: Construction Administration and Project Close-out (assume 12 month construction duration)						
5.1	Review GC Schedule	\$1,240	-	-	-	\$1,240.00
5.2	Respond to RFIs (up to 20)	\$11,800	-	-	-	\$11,800.00
5.3	ASKs (up to 10)	\$5,900	-	-	-	\$5,900.00
5.4	Submittal Review (up to 10)	\$7,300	-	-	-	\$7,300.00
5.5	ASIs (up to 10)	\$7,300	-	-	-	\$7,300.00
5.6	Change Order review (up to 15)	\$6,750	-	-	-	\$6,750.00
5.7	Contractor Pay Application Reviews (up to 12)	\$3,400	-	-	-	\$3,400.00
5.8	OAC Meetings - virtual (24)	\$7,440	-	-	-	\$7,440.00
5.9	Site Walks (6)	\$16,560	-	-	-	\$16,560.00
5.1	Punch walk and write up (2)	\$5,860	-	-	-	\$5,860.00
	Task 5 Sub-Total					\$73,550.00
	Reimbursable Expenses	\$2,363.92	\$250.00	\$250.00	\$0.00	\$2,863.92
						TOTAL
						\$226,773.92

EXHIBIT C

Project Name: Historic Structure Report, 37 Soledad Street, Salinas, CA



Date: October 22, 2024

Prepared By: Gretchen Hilyard Boyce, Groundwork Preservation, LLC

Prepared For: Lindsey Moder, TEF Architects

			Task 1: Background Review		Task 2: Site Visit/Research		Task 3: Final HSR		Totals		Notes
Title	Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Labor		
									Qty	Cost	
Principal	\$190.00	Hour	8	\$1,520.00	24	\$4,560.00	62	\$11,780.00	94	\$ 17,860.00	Task 2: Assumes 2 staff for 1 day site visit including travel time. Task 3: Includes up to 2 hours of meetings with client to discuss findings.
Associate Cultural Resources Historian	\$90.00	Hour	8	\$720.00	20	\$1,800.00	32	\$2,880.00	60	\$ 5,400.00	
									Total	\$ 23,260.00	
										Expenses	
Expense	Description	Rate	Unit	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Mileage (1 site visit, round trip to site from Colfax, CA = 500 miles)	Federal Rate	\$0.670	Mile			470	\$314.90			470	\$314.90
Per Diem (meals)	Daily Rate (Monterey County)	\$74.00	Day			2	\$148.00			2	\$148.00
Research Fees		\$50.00	Flat rate			1	\$50.00			1	\$50.00
10% Markup					\$0.00		\$51.29		\$0.00	0	\$51.29
										Total	\$564.19
Assumptions				Task 1: Background Review	Task 2: Site Visit/Research	Task 3: Final HSR	Totals				
1 Electronic deliverables only, no printing.				Total Direct Labor	\$2,240.00	\$6,360.00	\$14,660.00	\$23,260.00			
2 No rounds of review and comment from client.				Total Expenses	\$0.00	\$564.19	\$0.00	\$564.19			
3 Site visits are inclusive of travel time.				Total Project Cost	\$2,240.00	\$6,924.19	\$14,660.00	\$23,824.19			

EXHIBIT D



October 28, 2024

Maryam Rostami
TEF Design
1420 Sutter Street
San Francisco, CA 94109

Re: 37-39 Soledad Street Stabilization
37 Soledad Street
Salinas, CA 93901
Job No. 2024.294.00

Dear Maryam,

Thank you for considering Tipping for the proposed stabilization and retrofit of 37-39 Soledad Street in the historic Chinatown district of Salinas. We are delighted to work with you on this important renovation.

We have based our proposal on the scope of work described in an email from TEF Design, dated October 21, 2024 and a Market Value Appraisal Report by Pacific Appraisers dated November 22, 2022. We understand the property is part of the Chinatown Revitalization Project Plan by the City of Salinas and will ideally be preserved and improved as a cultural heritage site. The buildings are currently in poor condition, requiring stabilization. From our conversations with you, we understand that the City wishes to pursue construction of a seismic retrofit scheme as an integral part of the building stabilization, in anticipation of future improvements and use of the site.

The existing site includes two adjoining buildings constructed in 1942, each two-stories tall and totaling approximately 9,431 square feet of interior space. 37 Soledad Street, also known as the Republic Cafe, is on the National Register of Historic Places and recognized by the State of California as a historic building. A fire in October of 2022, along with much deferred maintenance, has rendered the wood-framed buildings uninhabitable.

PROJECT GOALS

As the building has been damaged by fire and neglect, and noting the historic nature of this building, the first goal is to document the existing condition of the building in a Historic Structure Report (HSR).

Following that effort, the goal will be to present options for stabilization and retrofit for future occupancy. Given that seismic renovation scope and construction costs typically vary, we understand that you will rely on Tipping providing good information and insight early in the process to inform the

team's critical decision making. We anticipate that the retrofit work would consist primarily of new seismic shear walls or frames (likely at or near the front facade), possible plywood diaphragm strengthening, out of plane concrete wall to framing connections, and other localized measures to ensure the overall stability of the building and mitigate falling hazards.

Given the uncertainty related to the required retrofit scope, this proposal specifically covers the initial seismic evaluation and schematic design phase in which a scope of structural improvements necessary to meet the client goals will be created. This scope defined in schematic design drawings will serve as the basis for future phases of the project.

SCOPE OF STRUCTURAL ENGINEERING SERVICES

The Basic Services for which Tipping Structural Engineers is responsible include the analysis, design, and documentation for the seismic improvements described above. The following is a summary of the services that we will provide through the different phases of the project. Please note that as mentioned above, the scope of this proposal is only for the initial Evaluation / Scope Definition / Schematic Design phase; however, we have outlined the expected scope of future phases (which would be part of a modified or new agreement) for your reference.

Evaluation / Schematic Design / Scope Definition

- Meet with project team to coordinate the work.
- Review any existing structural drawings, geotechnical reports, or other documents made available to us.
- Make one site visit to identify and confirm the configuration of the existing structural systems and observe details of existing construction.
- Define a limited testing program to expose, measure, and document a small sampling of existing structural elements, as necessary, to be performed by an owner-retained contractor or testing laboratory.
- Perform a formal seismic assessment of the building and identify the deficiencies that need to be addressed.
- Document existing conditions for inclusion in the HSR.
- Issue a preliminary set of seismic retrofit plans, including up to 2 options, for budgeting and planning.

Construction Documents

- Meet with project team to coordinate and deliver the work.
- Perform engineering analysis and detailed design of seismic improvements to address noted deficiencies.
- Establish testing and inspection requirements for all structural materials and workmanship.
- Prepare complete drawings, specifications, and calculations for permitting, bidding, and construction of the project.

Approvals and Bidding

- Respond to plan check comments and revise plans as necessary.
- Advise and consult with client and architect during the solicitation and evaluation of contractor bids
- Issue final construction documents and addenda for construction.

Construction Administration

- Attend a pre-construction conference to answer questions about design intent or interpretation of the documents, and to examine the contractor's understanding of the project and its requirements.
- Review fabrication drawings and construction submittals for overall compliance with the structural portion of the contract documents. We assume a single round of review of complete, coordinated, and timely submittal packages that are reviewed and approved by the contractor prior to review by our office.
- Review inspection and test reports for items detailed on the structural drawings or called out in the specifications. Take necessary action on reports indicating non-conforming items. This excludes significant design revisions that may result from non-conformance with and deviations from the contract documents.
- Respond to questions from the client and/or special inspector regarding interpretation of the structural portion of the contract documents.
- Respond to contractor RFIs. This excludes redesign effort or significant changes to the approved plans due to contractor's means and methods or requests for substitution. This also excludes the design of repair or remediation measures for damaged or inadequately performed work.

37-39 Soledad Street Stabilization

October 28, 2024

- Visit the construction site at appropriate times to observe the progress of construction and its general conformance to structural drawings and specifications. We estimate that the project would include up to three (3) site visits during construction for periodic structural observation. This excludes site visits for inspection, field coordination, troubleshooting, repair or remediation of damaged or inadequately performed work, and quality control efforts.
- Prepare a record set of drawings.

EVALUATION / SCOPE DEFINITION / SCHEMATIC DESIGN: FEE

We propose to provide basic structural engineering services for the initial Evaluation / Scope Definition / Schematic Design Phase of the project for the fixed sum of \$14,000.

ESTIMATED DESIGN FEES FOR FUTURE PHASES

Assuming the project proceeds with a scope of improvements outlined in our initial evaluation / schematic design phase, we would provide the scope of services outlined above for Construction Documents, Approvals and Bidding, and Construction Administration phases. In order for the client to make initial budgeting plans, we have been asked to provide a rough estimate of fees for these phases at this time. Below are these estimates, to be used for planning purposes only. Given the lack of scope definition, we emphasize that they are to be considered preliminary estimates that may change as the project develops.

Phase	Estimated Fee Range
Construction Documents	\$16,000 - \$34,000
Approvals and Bidding	\$2,500 - \$5,000
Construction Administration	\$12,000 - \$26,000

If you find this proposal acceptable, please sign and return a copy as our authorization to proceed. Again, thank you for considering Tipping as part of your team for this project. We look forward to working with you. Please do not hesitate to contact us if you have any questions.

37-39 Soledad Street Stabilization

October 28, 2024

Sincerely,



Marc Steyer, SE, LEED AP
Principal

24294.wa.odt

Accepted:

Signature

Printed Name and Title

Date

EXHIBIT E

October 28, 2024
BKF No. 20242143



Ms. Maryam Rostami
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109
Transmitted Via Email: maryam@tefarch.com

**Subject: 37 Soledad Street, Salinas
Land Surveying Proposal**

Dear Maryam:

BKF Engineers welcomes the opportunity to submit this proposal for land surveying services associated with the project located at 37 Soledad Street in the City of Salinas, California. To arrive at the estimated effort required by our office for this project, we have outlined a proposed scope of services and determined a level of effort fee for each task.

SCOPE OF SERVICES

TASK 1: SITE MEETING

1. Existing Conditions Review: BKF will attend one (1) site meeting with the team to review the existing site constraints and conditions. We will note any potential challenges to development and confirm our scope of survey services to support the project. This task is will be performed in conjunction with the 45 Soledad Street site meeting.

TASK 2: TOPOGRAPHIC AND BOUNDARY SURVEY (37 SOLEDAD)

1. Establishment of Project Survey Control: BKF will perform a Control Survey and establish project control. Horizontal control will be based on California Coordinates System of 1983 (CCS83) relative to California Spatial Reference Network by static GPS observation. Vertical coordinates will be relative to the North American Vertical Datum of 1988 (NAVD88). BKF will establish suitable off-site survey control for use during the preparation of the topographic survey. Permanent control points such as mag nails with washers and cut crosses will be set at the project site as aerial survey targets. BKF will set the topographic survey control points, which will be located outside the project site and will be used by our sub-consultant as control for the initial base mapping.
2. Boundary Analysis: BKF will perform a Boundary Survey and prepare a Boundary Analysis that will define the development parcel area. While performing the field work associated with the topography, BKF will conduct field research for primary monumentation to establish boundary resolution. Once the research and reconnaissance has been completed, BKF will perform a boundary determination, which includes an analysis of the assembled evidence with respect to its relationship to the title and other documentary evidence.
3. Topographic Field Survey: Simultaneous to conducting the field reconnaissance discussed above, BKF will provide the field work to prepare a complete Topographic Map for the subject property. BKF will gather available public data and plans for the site and its surrounding improvements. The topographic survey will be comprised of the following:

- a. Terrestrial Survey - BKF will provide the field work to prepare a Topographic Map for the subject property. The limits of the topographic survey will be the subject property and the improved width of roadways along the property frontage. The topographic survey will be comprised of identified visible site features such as roadways, pavements, evidence of significant traveled ways, walls, fences, trees 6-inches and larger in diameter and visual utility infrastructure. We will obtain a succession of spot elevations to define the general terrain of the site and immediately adjacent improvements to produce mapping at a 1-foot contour interval.
- b. Utilities - Utility infrastructure within the mapping limits, including sewer, water valves, hydrants, meter boxes, storm drain and marked utilities, if encountered during the course of our field survey, will also be identified. The basic routing, inverts and orientation of the on-site gravity utilities will be identified based on field evidence and any available plans provided if to BKF prior to commencement of the survey. If as-built drawings are not provided or are inconclusive when compared to the field evidence, only data at the dipped structures will be provided.
- c. Utility Locating - BKF's in-house utility locators will perform utility investigation services using standard industry acceptable methods as per California Government Code section 4216 to determine the approximate horizontal position and depth of *detectable* subsurface utilities within the designated area (see attached Limits of Work). BKF's field crews will use a combination of water-based paint and pin flags to mark the results of our investigation on the ground surface. BKF crews may opt to use the Ground Penetrating Radar (GPR), if the soil conditions will return a good signal to attempt to locate water lines and other utility lines with no tracer wires. Individual field conditions will dictate the thoroughness of our subsurface utility investigation. BKF will perform a reasonable effort to determine the location of the existing underground utility lines; however, due to technical limitations of today's most modern equipment, no guarantee (expressed or implied) can be made. Irrigation lines, empty conduits, and abandoned utilities will not be located. Potholing and excavation are specifically excluded on this proposal. This scope of work does not include clearing areas for geotechnical boring, soil sampling, and drilling operations.
- d. Mapping - BKF will produce the mapping in a reproducible hard copy and electronic format. The signed hardcopy Topographic Map will be an instrument of service. Electronic mapping will be completed in an AutoCAD format and can be transferred and used by other team consultants for their work, as a courtesy.
 - 1) The mapping is anticipated to be compiled at 1" = 20', and will also indicate individual spot elevations at various locations throughout the site. BKF will take a series of photographs for future reference and documentation of current field conditions encountered during the time of our survey.
 - 2) The vertical control for the survey will be tied to the North American Vertical Datum of 1988 (NAVD88), unless otherwise agreed upon in writing prior to commencement of the survey.
 - 3) The horizontal location and rotation of the mapping is anticipated to be on an "assumed" coordinate system otherwise agreed upon in writing prior to commencement of the survey.

Note: Record of Survey

State law requires that the Surveyor of record performing the boundary resolution file a record of survey with the County if a map is not prepared as part of the project. As this project may anticipate pursuing a Tentative Parcel and Final Parcel Map for Condominium Purposes, we have currently excluded fee for this task in our scope of services. If a determination is made to eliminate pursuing filing of a map as part of the final permitting process BKF will be required to prepare and file a record of survey with the County at the expense of the owner. Recordation fees are not included in our proposal.



SCOPE QUALIFICATIONS AND ASSUMPTIONS

BKF Engineers' services are limited to those expressly set forth in the scope. We understand that BKF will have no other obligations or responsibilities for the project except as provided in this proposal letter, or as otherwise agreed to in writing. BKF will provide the scope of services consistent with, and limited to, the standard of care applicable to such services. For the scope of work identified, we have assumed the following:

- 1) Basis of Design and Site Information
 - a) Topographic Survey: Proposal assumes field survey will be completed for 37 and 45 Soledad Street sites concurrently. Separate mobilizations to survey each site independently will be an additional service.
 - b) Title Report: A current title report for the property will be provided by the owner.
 - c) Potholing: Potholing services are not included in this proposal unless specifically identified.

COMPENSATION

1. BASE SCOPE OF WORK:

BKF proposes to provide the services on a lump sum basis. We will invoice for our services on a percent complete basis per task summarized as follows:

Task	Description	Fee
1	Site Meeting	\$500
2	Topographic and Boundary Survey (37 Soledad)	\$7,500
Total Labor Fee		\$8,000

In addition, please budget \$250 for reimbursable expenses. Reimbursable expenses are anticipated for reproduction, mileage, express and messenger deliveries, and computer deliverable plots. Reimbursable expenses will be billed on a cost plus 10-percent markup basis.

For tasks requested by the owner or Architect not defined in this scope of services, BKF will identify them as potential extra work. We can provide a scope and fee for these items or they may be tracked separately as extra work and billed on a time and materials per our attached rate schedule.

Thank you for the opportunity to present this proposal. We look forward to assisting in developing this project. Please contact me at 650-482-6306 if you have any questions regarding our scope of services.

Respectfully,
BKF Engineers



Jonathan Tang, PE
Associate Principal



BKF ENGINEERS PROFESSIONAL SERVICES RATE SCHEDULE
EFFECTIVE JANUARY 1, 2024

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
PROJECT MANAGEMENT	
Principal	\$302.00
Senior Associate Principal	\$280.00
Associate Principal	\$273.00
Senior Project Manager Senior Technical Manager	\$265.00
Project Manager Technical Manager	\$260.00
Engineering Manager Surveying Manager Planning Manager	\$239.00
TECHNICAL STAFF	
Senior Project Engineer Senior Project Surveyor Senior Project Planner	\$222.00
Project Engineer Project Surveyor Project Planner	\$195.00
Design Engineer Staff Surveyor Staff Planner	\$170.00
BIM Specialist I, II, III	\$170.00 - \$195.00 - \$222.00
Technician I, II, III, IV	\$162.00 - \$172.00 - \$189.00 - \$203.00
Drafter I, II, III, IV	\$127.00 - \$139.00 - \$150.00 - \$167.00
Engineering Assistant Surveying Assistant Planning Assistant	\$106.00
FIELD SURVEYING	
Survey Party Chief	\$222.00
Instrument Person	\$190.00
Survey Chainperson	\$143.00
Utility Locator I, II, III, IV	\$116.00 - \$164.00 - \$197.00 - \$224.00
Apprentice I, II, III, IV	\$88.00 - \$118.00 - \$130.00 - \$138.00
CONSTRUCTION ADMINISTRATION	
Senior Consultant	\$290.00
Senior Construction Administrator	\$253.00
Resident Engineer	\$188.00
Field Engineer I, II, III	\$170.00 - \$195.00 - \$222.00
FUNDING & GRANT MANAGEMENT	
Director of Funding Strategies	\$208.00
Funding Strategies Manager	\$190.00
Funding/Research Analyst I, II, III, IV	\$130.00 - \$150.00 - \$160.00 - \$176.00
PROJECT ADMINISTRATION	
Project Coordinator	\$142.00
Senior Project Assistant	\$122.00
Project Assistant	\$108.00
Clerical Administrative Assistant	\$90.00

Expert witness rates are available upon request. Subject to the terms of a services agreement:

- Charges for outside services, equipment, materials, and facilities not furnished directly by BKF Engineers will be billed as reimbursable expenses at cost plus 10%. Such charges may include, but shall not be limited to: printing and reproduction services; shipping, delivery, and courier charges; subconsultant fees and expenses; agency fees; insurance; transportation on public carriers; meals and lodging; and consumable materials.
- Allowable mileage will be charged at the prevailing IRS rate per mile.
- Monthly invoices are due within 30 days from invoice date. Interest will be charged at 1.5% per month on past due accounts.
- The rates shown are subject to periodic increases, including January 1st of each year.



EXHIBIT F



2063 Grant Rd.
Los Altos, CA, 94024
Tel: 415.981.9430

Our ref.: DB

October 28th, 2024

Maryam Rostami
TEF Design
1420 Sutter Street, 2nd Floor
San Francisco, CA 94109

Re: Fee Proposal – Cost Estimating Services
37 Soledad Street Café Building

Dear Maryam,

Further to your email, we are pleased to offer Cost Estimating services for the above project.

Scope of Services

We understand the scope of our services is to prepare an opinion of probable cost for the City of Salinas Soledad Street Café Building; we understand this project involves structural upgrades to the historic, two-story, reinforced concrete building

The opinion of probable cost will be at the Schematic and Construction Documents of design.

The estimate will be based on the measurements of quantities from the drawings with composite unit rates reflecting the scope of work and the current market conditions. We will not obtain any bids or opinions of cost from subcontractors unless the work is of such a unique nature that no other cost information is available. No bids or third-party opinions will be obtained without prior approval from the client.

We have included time required to review and discuss our cost estimate with the Design Team and for incorporating any requested revision to the estimate as a result of the Design Team review. We have excluded any time required to reconcile our estimate with another cost estimate prepared by others. We have also excluded time required to attend any meetings or any Value Engineering cost services from this proposal. Should additional work be required, our standard hourly rate of \$235 per hour will apply.



Fees

We propose to provide the above services based on the following budget NTE Fees –

90% SD Cost Estimate (80 hrs @ \$235/hr.)	\$ 18,800
100% CD Cost Estimate (96 hrs @235/hr.)	\$ 22,560
Total Not to Exceed Fees	\$41,360

We assume no alternates or options.

Expenses such as drawing reproduction, courier services, special mailing services (Federal Express, Express Mail etc.), and other abnormal costs are excluded and will be charged at cost plus 0% administration.

Our fees exclude travel costs outside the San Francisco Bay Area, any such travel costs as incurred will be billed separately.

Payment and Terms

We will issue a monthly invoice. Payment will be due thirty (30) calendar days.

Our proposal remains open for a period of ninety (90) days. After this time, we will be pleased to review the proposal, make any required amendments, and re-submit for your review and approval.

Work will be completed under the direction of Deo Bhalotia.

We trust that we have interpreted your requirements correctly, if you have any questions or suggested amendments, please do not hesitate to contact the undersigned. If you would like to proceed with the above services, please complete and return the authorization below.

We look forward to working with you on this project.

On behalf of TBD Consultants

On behalf of TEF Design

Deo Bhalotia
Associate Principal

Accepted by: _____

Date: _____

Title: _____



**EXHIBIT G
ESTIMATE**

Spaur Group
988 Easton Ave
San Bruno, CA 94066

paul@spaurgroup.com
+1 (510) 559-0856
www.spaurgroup.com



Bill to

TEF Design
1420 Sutter St, 2nd Floor
San Francisco, CA 94109

Estimate details

Estimate no.: 1008
Estimate date: 10/29/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Aerial Photography	Aerial photography and imagery processing: nadir, oblique, and/or 360 imaging.	2.25	\$200.00	\$450.00
2.		Travel		192	\$0.65	\$124.80

Subtotal \$574.80

Discount 15% -\$86.22

Total \$488.58

Note to customer

Aerial photography of buildings at 37 Salinas st Salinas, CA. Imagery to show current conditions of building roof and will consist of 10-15 photos from mostly top down perspective, and including 360 panoramic images from corners of building. Images will include metadata of GPS location and orientation of images.

Price includes introductory discount.

Thank you for your business!

Accepted date

Accepted by

**AGREEMENT - AMENDMENT NO. [1] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [1] to the Agreement for Professional Services (the "Amendment") is entered into this 19th day of November 2024, by and between the City of Salinas (the "City") and TEF Architecture and Interior Design, Inc., (the "Consultant"). 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 Consultant first entered into an Agreement for Professional Services effective July 1, 2024, pursuant to which Consultant agreed to act as and provide certain services to the City for compensation (the "Agreement"); and

WHEREAS, the City and Consultant desire to amend the Agreement to reflect the additional scope to be provided by Consultant, reflect the revised Compensation to be paid to Consultant, and 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, Scope of Services section, is amended to add the additional services outlined in the Consultant proposal, attached hereto as Exhibit "A" and incorporated herein by this reference.
2. The Agreement, Compensation section, is amended to increase the not to exceed amount to \$252,290.00.
3. The Agreement, Term; Completion Schedule section, is amended to extend the term through December 31, 2025.
4. 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

DocuSigned by:

Rene Mendez

Rene Mendez, City Manager

APPROVED AS TO FORM:

Signed by:

Christopher A. Callihan

Christopher A. Callihan, City Attorney

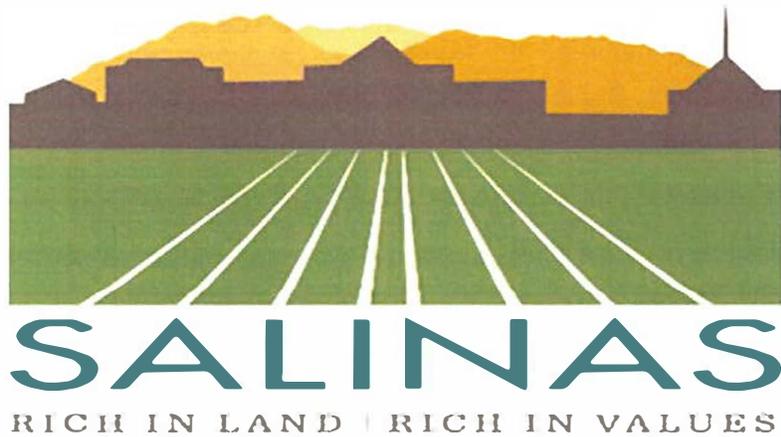
TEF ARCHITECTURE AND INTERIOR DESIGN, INC.



Printed name: Maryam Rostami

Title: Principal

AGREEMENT
FOR PROFESSIONAL SERVICES
BETWEEN
THE CITY OF SALINAS AND TEF
ARCHITECTURE AND INTERIOR
DESIGN, INC.



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**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN
THE CITY OF SALINAS AND TEF ARCHITECTURE AND INTERIOR DESIGN, INC.**

This Agreement for Professional Services (the “Agreement” and/or “Contract”) is made and entered into this 1st day of February, 2024, between the **City of Salinas**, a California Charter city and municipal corporation (hereinafter “City”), and **TEF Architecture and Interior Design, Inc.**, a California corporation (hereinafter “Consultant”).

RECITALS

WHEREAS, Consultant represents that he, she, or it is specially trained, experienced, and competent to perform the special services which will be required by this Agreement; and

WHEREAS, Consultant is willing to render such professional services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, City and Consultant agree as follows:

TERMS

1. **Scope of Service.** The project contemplated and the scope of Consultant’s services are described in **Exhibit B**, attached hereto and incorporated herein by reference.

2. **Term; Completion Schedule.** This Agreement shall commence on February 1, 2024, and shall terminate on June 30, 2024, unless extended in writing by either party upon (30) days written notice. This Agreement may be extended only upon mutual written consent of the parties, and may be terminated only pursuant to the terms of this Agreement.

3. **Compensation.** City hereby agrees to pay Consultant for services rendered the City pursuant to this Agreement on a time and materials basis according to the rates of compensation as set forth in **Exhibit B**. The total amount of compensation to be paid under this Agreement shall not exceed **Eighty-Two Thousand Two Hundred and Fifty Dollars (\$82,250)**.

4. **Billing.** Consultant shall submit to City an itemized invoice, prepared in a form satisfactory to City, describing its services and costs for the period covered by the invoice. Except as specifically authorized by City, Consultant shall not bill City for duplicate services performed by more than one person. Consultant’s bills shall include the following information to which such services cost or pertain:

- (A) A brief description of services performed;
- (B) The date the services were performed;
- (C) The number of hours spent and by whom;
- (D) A brief description of any costs incurred; and

(E) The Consultant's signature.

Any such invoices shall be in full accord with any and all applicable provisions of this Agreement.

City shall make payment on each such invoice within thirty (30) days of receipt; provided, however, that if Consultant submits an invoice which is incorrect, incomplete, or not in accord with the provisions of this Agreement, City shall not be obligated to process any payment to Consultant until thirty (30) days after a correct and complying invoice has been submitted by Consultant. The City shall process undisputed portion immediately.

5. **Meet & Confer.** Consultant 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 the City to ensure timely and adequate performance of the Agreement.

6. **Additional Copies.** If City requires additional copies of reports, or any other material which Consultant is required to furnish as part of the services under this Agreement, Consultant shall provide such additional copies as are requested, and City shall compensate Consultant for the actual costs related to the production of such copies by Consultant.

7. **Responsibility of Consultant.** By executing this Agreement, Consultant agrees that the services to be provided and work to be performed under this Agreement shall be performed in a fully competent manner. By executing this Agreement, Consultant further agrees and represents to City that the Consultant possesses, or shall arrange to secure from others, all of the necessary professional capabilities, experience, resources, and facilities necessary to provide the City the services contemplated under this Agreement and that City relies upon the professional skills of Consultant to do and perform Consultant's work. Consultant further agrees and represents that Consultant shall follow the current, generally accepted practices in this area to the profession to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding the projects for which the services are rendered under this Agreement.

8. **Responsibility of City.** To the extent appropriate to the projects to be completed by Consultant pursuant to this Agreement, City shall:

(A) Assist Consultant by placing at its disposal all available information pertinent to the projects, including but not limited to, previous reports and any other data relative to the projects. Nothing contained herein shall obligate City to incur any expense in connection with completion of studies or acquisition of information not otherwise in the possession of City.

(B) Examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the services of Consultant.

(C) Jim Pia, Interim City Manager, or his designee, shall act as City's representative with respect to the work to be performed under this Agreement. Such person shall have the complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to materials, equipment, elements, and systems pertinent to Consultant's services. City may unilaterally change its representative upon notice to the Consultant.

(D) Give prompt written notice to Consultant whenever City observes or otherwise becomes aware of any defect in a project.

9. **Acceptance of Work Not a Release.** Acceptance by the City of the work to be performed under this Agreement does not operate as a release of Consultant from professional responsibility for the work performed.

10. **Indemnification and Hold Harmless.**

Consultant shall defend, indemnify, and hold harmless the City and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder, including the performance of work of any of Consultant's subcontractors or agents, or Consultant's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City.

Pursuant to the full language of California Civil Code §2782, design Consultant agrees to indemnify, including the cost to defend, City and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of design Consultant and its employees or agents in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the City; and does not apply to any passive negligence of the City unless caused at least in part by the design Consultant. The City agrees that in no event shall the cost to defend charged to the design Consultant exceed that professional's proportionate percentage of fault. This duty to indemnify shall not be waived or modified by contractual agreement or acts of the parties.

11. **Insurance.** Consultant shall procure and maintain for the duration of this Agreement insurance meeting the requirements specified in **Exhibit A** hereto.

12. **Access to Records.** Consultant shall maintain all preparatory books, records, documents, accounting ledgers, and similar materials including but not limited to calculation and survey notes relating to work performed for the City under this Agreement on file for at least three (3) years following the date of final payment to Consultant by City. Any duly authorized representative(s) of City shall have access to such records for the purpose of inspection, audit, and copying at reasonable times during Consultant's usual and customary business hours.

Consultant shall provide proper facilities to City's representative(s) for such access and inspection.

13. Non-Assignability. It is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant. This Agreement is personal to Consultant and shall not be assigned by it without express written approval of the City.

14. Changes to Scope of Work. City may at any time, and upon a minimum of ten (10) days written notice, seek to modify the scope of services to be provided for any project to be completed under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify City in writing. Upon agreement between City and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by City and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

15. Ownership of Documents. Title to all final documents, including drawings, specifications, data, reports, summaries, correspondence, photographs, computer software (if purchased on the City's behalf), video and audio tapes, software output, and any other materials with respect to work performed under this Agreement shall vest with City at such time as City has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared. City agrees to hold harmless and indemnify the Consultant against all damages, claims, lawsuits, and losses of any kind including defense costs arising out of any use of said documents, drawings, and/or specifications on any other project without written authorization of the Consultant.

16. Termination.

(A) City shall have the authority to terminate this Agreement, upon ten days written notice to Consultant, as follows:

- (1) If in the City's opinion the conduct of the Consultant is such that the interest of the City may be impaired or prejudiced, or
- (2) For any reason whatsoever.

(B) Upon termination, Consultant shall be entitled to payment of such amount as fairly compensates Consultant for all work satisfactorily performed up to the date of termination based upon the Consultant's rates shown in Exhibit B and/or Section 3 of this Agreement, except that:

- (1) In the event of termination by the City for Consultant's default, City shall deduct from the amount due Consultant the total amount of additional expenses incurred by City as a result of such default. Such deduction from amounts due Consultant are

made to compensate City for its actual additional costs incurred in securing satisfactory performance of the terms of this Agreement, including but not limited to, costs of engaging another consultant(s) for such purposes. In the event that such additional expenses shall exceed amounts otherwise due and payable to Consultant hereunder, Consultant shall pay City the full amount of such expense.

(C) In the event that this Agreement is terminated by City for any reason, Consultant shall:

(1) Upon receipt of written notice of such termination promptly cease all services on this project, unless otherwise directed by City; and

(2) Deliver to City all documents, data, reports, summaries, correspondence, photographs, computer software output, video and audio tapes, and any other materials provided to Consultant or prepared by or for Consultant or the City in connection with this Agreement. Such material is to be delivered to City in completed form; however, notwithstanding the provisions of Section 15 herein, City may condition payment for services rendered to the date of termination upon Consultant's delivery to the City of such material.

(D) In the event that this Agreement is terminated by City for any reason, City is hereby expressly permitted to assume the projects and complete them by any means, including but not limited to, an agreement with another party.

(E) The rights and remedy of the City and Consultant provided under this Section are not exclusive and are in addition to any other rights and remedies provided by law or appearing in any other section of this Agreement.

17. Compliance with Laws, Rules, and Regulations. Services performed by Consultant pursuant to this Agreement shall be performed in accordance and full compliance with all applicable federal, state, and City laws and any rules or regulations promulgated thereunder.

18. Exhibits Incorporated. All exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference. In the event there is a conflict between any of the terms of this Agreement and any of the terms of any exhibit to the Agreement, the terms of the Agreement shall control the respective duties and liabilities of the parties.

19. Independent Contractor. It is expressly understood and agreed by both parties that Consultant, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and not an employee of the City. Consultant expressly warrants not to represent, at any time or in any manner, that Consultant is an employee or servant of the City.

20. Integration and Entire Agreement. This Agreement represents the entire understanding of City and Consultant as to those matters contained herein. No prior oral or

written understanding shall be of any force or effect with respect to those matters contained herein. This Agreement may not be modified or altered except by amendment in writing signed by both parties.

21. Jurisdiction and Venue. 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. Jurisdiction of litigation arising from this Agreement shall be in the State of California, in the County of Monterey or in the appropriate federal court with jurisdiction over the matter.

22. Severability. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

23. Notices.

(A) Written notices to the City hereunder shall, until further notice by City, be addressed to:

City Manager
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

With a copy to:

City Attorney
City of Salinas
200 Lincoln Avenue
Salinas, California 93901

(B) Written notices to the Consultant shall, until further notice by the Consultant, be addressed to:

Douglas Tom, Founding Principal
TEF Design
1420 Sutter Street
San Francisco, California 94109

doug@tefarch.com
(415) 350-4323

(C) The execution of any such notices by the City Manager shall be effective as to Consultant as if it were by resolution or order of the City Council, and Consultant shall not question the authority of the City Manager to execute any such notice.

(D) All such notices shall either be delivered personally to the other party's designee named above, or shall be deposited in the United States Mail, properly addressed as aforesaid, postage fully prepaid, and shall be effective the day following such deposit in the mail.

24. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, creed, sex, national origin, familial status, sexual orientation, age (over 40 years) or disability.

25. Conflict of Interest. Consultant warrants and declares that it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, in any manner or degree which will render the services required under the provisions of this Agreement a violation of any applicable local, state or federal law. Consultant further declares that, in the performance of this Agreement, no subcontractor or person having such an interest shall be employed. In the event that any conflict of interest should nevertheless hereinafter arise, Consultant shall promptly notify City of the existence of such conflict of interest so that City may determine whether to terminate this Agreement. Consultant further warrants its compliance with the Political Reform Act (Government Code section 81000 et seq.) and Salinas City Code Chapter 2A that apply to Consultant as the result of Consultant's performance of the work or services pursuant to the terms of this Agreement.

26. Headings. The section headings appearing herein shall not be deemed to govern, limit, modify, or in any manner affect the scope, meaning or intent of the provisions of this Agreement.

27. Attorneys' Fees. In case suit shall be brought to interpret or to enforce this Agreement, or because of the breach of any other covenant or provision herein contained, the prevailing party in such action shall be entitled to recover their reasonable attorneys' fees in addition to such costs as may be allowed by the Court. City's attorneys' fees, if awarded, shall be calculated at the market rate.

28. Non-Exclusive Agreement. This Agreement is non-exclusive and both City and Consultant expressly reserves the right to contract with other entities for the same or similar services.

29. Rights and Obligations Under Agreement. By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

30. Licenses. If a license of any kind, which term is intended to include evidence of registration, is required of Consultant, its representatives, agents or subcontractors by federal, state or local law, Consultant warrants that such license has been obtained, is valid and in good

standing, and that any applicable bond posted in accordance with applicable laws and regulations.

31. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

32. Legal Representation. Each party affirms that it has been represented, if it so chose, by legal counsel of its own choosing regarding the preparation and the negotiation of this Agreement and the matters and claims set forth herein, and that each of them has read this Agreement and is fully aware of its contents and its legal effect. Neither party is relying on any statement of the other party outside the terms set forth in this Agreement as an inducement to enter into this Agreement.

33. Joint Representation. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party. No presumptions or rules of interpretation based upon the identity of the party preparing or drafting the Agreement, or any part thereof, shall be applicable or invoked.

34. Warranty of Authority. Each party represents and warrants that it has the right, power, and authority to enter into this Agreement. Each party further represents and warrants that it has given any and all notices, and obtained any and all consents, powers, and authorities, necessary to permit it, and the persons entering into this Agreement for it, to enter into this Agreement.

35. No Waiver of Rights. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. The failure to provide notice of any breach of this Agreement or failure to comply with any of the terms of this Agreement shall not constitute a waiver thereof. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. A waiver by the City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date first written above.

CITY OF SALINAS

DocuSigned by:

Jim Pia

95AF7118EAC649A...

Jim Pia

Interim City Manager

APPROVED AS TO FORM:

Rhonda Combs

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

CONSULTANT

Douglas Tom

By (Printed Name): Douglas Tom
Its (Title): Founding Principal

Exhibit A- Insurance Requirements

Insurance Requirements

Consultant shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, his agents, representatives, employees, or subcontractors. With respect to General Liability and Professional Liability, coverage should be maintained for a minimum of five (5) years after Agreement completion.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

- (A) **Commercial General Liability** (“CGL”): Insurance Services Office Form (“ISO”) 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 **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- (B) **Automobile Liability**: ISO Form CA 0001 covering any auto, or if Consultant has no owned autos, hired and non-owned, with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- (C) **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- (D) **Professional Liability** (also known as Errors and Omissions) insurance appropriate to the work being performed, with limits no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate per policy period of one year.

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

OTHER INSURANCE PROVISIONS

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

Additional Insured Status

The City of Salinas, 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 Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’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).

Primary Coverage

For any claims related to this Agreement or the project described within this Agreement, the **Consultant's insurance coverage shall be primary coverage** at least as broad as ISO Form 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 Consultant's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation

Consultant hereby grants to City a waiver of any right to subrogation which any insurer of said Consultant may acquire against the City by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

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

Self-Insured Retentions

Self-insured retentions must be declared by Consultant to and approved by the City. At the option of the City, Consultant shall provide coverage to reduce or eliminate such self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the consultant shall provide evidence satisfactory to the City guaranteeing payment of losses and related investigations, claim administrations, 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of this Agreement or the beginning of Agreement work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the Agreement of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the Agreement effective date, the Consultant must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of Agreement work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

Verification of Coverage

Consultant shall furnish the City with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this Agreement. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant'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

Consultant shall require and verify that all sub-consultants and/or subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that Entity is an additional insured on insurance required from such sub-consultants and/or subcontractors.

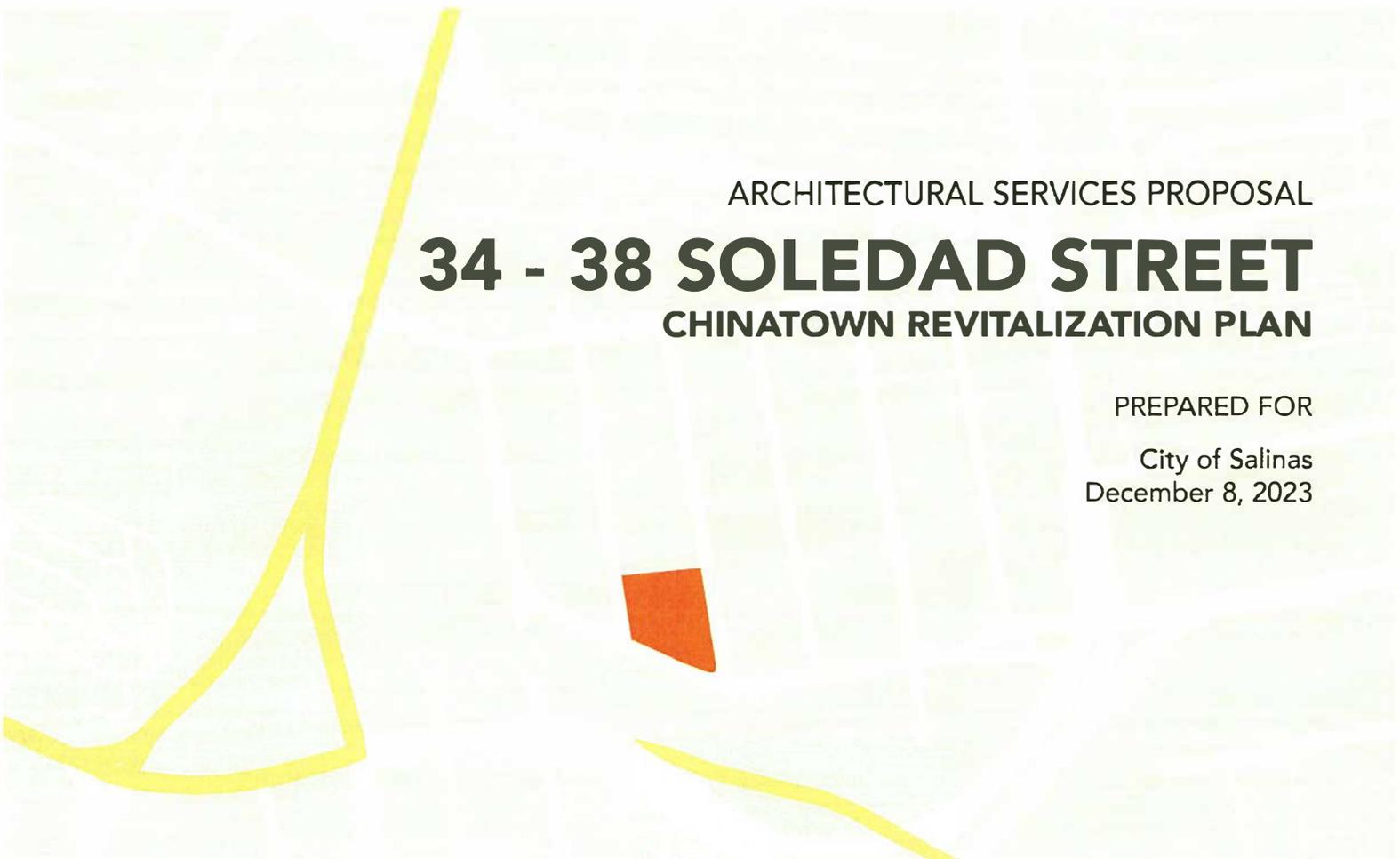
Special Risks or Circumstances

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.

Maintenance of Insurance

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

Exhibit B- Scope of Service



ARCHITECTURAL SERVICES PROPOSAL
34 - 38 SOLEDAD STREET
CHINATOWN REVITALIZATION PLAN

PREPARED FOR
City of Salinas
December 8, 2023

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1420 Sutter Street, 2nd Floor
San Francisco, CA 94108



Jessica Shull
Associate Planner
City of Salinas
65 W. Alisal
Salinas, CA 93901

Dear Ms. Shull,

TEF Design is very excited for the opportunity to submit this proposal to provide professional design and engineering services for 34-38 Soledad Street in Salinas's Chinatown. This project is a cornerstone of the City's ambitious revitalization plan for the area and a big step towards the transformation of the long-neglected area.

This project also aligns with the mission and values of our firm: to strengthen community through design. At TEF, we accomplish this by putting listening, inclusion and exceptional partnership at the core of our practice to deliver smart, sensitive and responsible design solutions. Our experience and core strengths are also particularly well-suited to the challenges and opportunities of the project site:

- » Historic preservation expertise and powerful place-making through the adaptive reuse and integration of historic buildings and histories for new uses
- » Planning analytics including studies and conceptual design for multifamily housing
- » Public engagement processes that integrate community voices

I am a native of Salinas — the third generation of Chinese Americans to call the city home. I graduated from Salinas High School and Hartnell College, and have deep roots in the area. My mother was born and raised a few blocks from this property and my parents met in the 1940s at a dance at the Confucius Church. It would give me great personal and professional fulfillment to bring our firm's experiences directly to the City of Salinas under this contract.

We look forward to working with you, your team and community stakeholders to establish sound project criteria to advance the realization of the community's vision for the revitalization of Chinatown. We're excited to share our capabilities and approach with you in more detail in the next phase of your selection process.

Warm regards,

Douglas Tom, FAIA, LEED AP

A handwritten signature in black ink that reads 'Douglas Tom'.

Founding Principal
TEF Design
doug@tefarch.com
(415) 350-4323

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FIRM OVERVIEW

WE CRAFT PLACES PEOPLE LOVE.

Creating places that connect people is at the heart of our work

Established in 1997, TEF provides planning, architecture and interior design solutions that integrate the social, economic and political dynamics of urban development throughout California, with a diverse portfolio encompassing workplace, healthcare, educational, infrastructure, and government/community projects. Our practice is distinguished by the convergence of “large firm” experience delivered through the culture and care of a small practice. And, our leadership offers decades of planning, programming and design experience, coupled with a deep commitment to supporting a transformative design process for our clients.

MISSION-DRIVEN DESIGN

Our mission is to strengthen community through design. Our staff of 45+ are focused on delivering caring and responsible design solutions that deepen human connection and advance the mission of our clients, whether they be a community of place, culture or purpose. We place people at the center of our practice and integrate research, technology, and robust processes to create enduring places where people come together to share ideas and build community.

COLLABORATION + PARTNERSHIP

Teamwork is innate to our work ethic. We believe genuine partnership between design team, client, builders, and the community is fundamental to outcomes of long term meaning and relevance. Establishing a shared culture of trust and open dialog is an essential part of authentic collaboration and a focus of our management approach that facilitates communication, efficiency, confident decision-making, and innovation.

26 YEARS
Serving the
Bay Area

45+ STAFF
San Francisco
Office

MBE

STATE of CA
Minority-
Owned
Business
Entity

1. STATEMENT OF QUALIFICATIONS

AUTHENTICITY + IDENTITY

While every project we design is an original expression, each shares a common framework of design principles. We seek modern, economic, and responsible solutions that are optimistic, open, and warm; that foster community, health, and well-being; and that are emotionally-satisfying to those who visit, work, and live in them. Through inquiry and collaboration, we strive to define and reveal the human foundation that gives identity to each unique project and that will maintain its lasting relevance to the community it serves.

TEF integrates the [AIA Framework for Design Excellence](#) – and its 10 Principles and questions – as part of our design process to advance the development of sustainable, resilient, and inclusive outcomes in our practice.

ECOLOGY + EQUITY

As a signatory to the AIA 2030 Commitment, we are committed to combating climate change through our practice and consider each assignment an opportunity to advance sustainable and healthy building design and construction practices in our community.

TEF has been responsible for the design of more than **25 LEED Certified projects** – including 1 LEED Platinum and 10 LEED Gold – and the the first Net-Zero electrical switchgear building designed to the International Living Future Institute’s (ILFI) Zero Energy Building (ZEB) Certification™. Our staff comprises 12 LEED Certified Professionals and 3 Living Futures Accredited professionals who provide leadership across projects with a focus on decarbonization, social and environmental health, and water efficiency.

TEF is also proud to be an ILFI (International Living Future Institute) **Just. organization**. We display our pledge to these principles of equity and sustainability proudly – publicly committing to practices that exemplify social justice and corporate social responsibility while using these measurements to drive improvement.

SERVICES

- » Site Planning
- » Building Investigation + As-Built Drawings
- » Feasibility Analyses
- » Budget Verification / Cost Analyses
- » Test Layout / Fit Plans/Space Planning Projections
- » Master Planning / Alternative Development Schemes
- » Implementation Planning / Phasing / Scheduling
- » Stakeholder / Neighborhood Engagement
- » Programming / Design / Interior Design
- » Construction Documentation / Administration
- » Specification Writing
- » State Historic Building Code Expertise
- » Construction Phasing Strategies
- » Value Engineering Reviews
- » LEED certification
- » Local Entitlements / Compliance + Permitting



Organization Name: TEF Design
 Organization Type: Architecture
 Headquarters: San Francisco, California
 Number of Employees: 34

Social Justice Indicators:



THE SOCIAL JUSTICE LABEL 2.0
 TEF-001 EXP. 11/01/2025

INTERNATIONAL LIVING FUTURE INSTITUTE®

RELEVANT EXPERIENCE

TEF brings ample experience relevant to addressing the challenges and opportunities of the 34 - 38 Soledad project. Example projects are provided in the pages following.

SITE PLANNING + FEASIBILITY STUDIES

TEF has a long history of developing site plans, feasibility studies and renderings for governmental, institutional and private clients. With this work we strive to find solutions that are cost effective and sustainable while also addressing cultural, community and historic contexts. **We are currently completing work helping the University of California at Santa Cruz to identify the best ways to develop housing for their employees in order to address the shortage and high cost of housing in the area.** We have identified the most suitable sites for housing, developed site and building plans with a wide variety of housing types and layouts, integrated historic preservation issues, and engaged stakeholders.

MULTIFAMILY HOUSING

TEF's housing work has typically been at an urban and community scale, with contextual infill developments and the adaptation of historic structures forming the majority of our experience. We always look for straightforward solutions that respect the neighborhood context, are livable and equitable and provide places for residents to connect and thrive. **For our work on the adaptive reuse of Building 2 at the Pier 70 shipyard in San Francisco, we developed compact unit plans that allow each apartment to enjoy great light and views, while maximizing the total number of units.**

HISTORIC

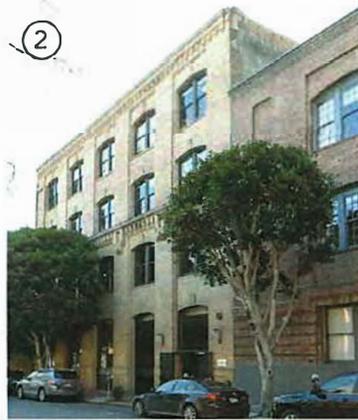
Unleashing the power of historic places for modern use is a core competency of our practice. We believe that preserving and adapting historic sites allows us to create places rich with meaning, texture and scale. Repurposing existing structures is also one of the most environmentally sustainable approaches to development. **The award-winning Bayview Opera House is a significant historic building in a formerly marginalized African American neighborhood in San Francisco.** We worked closely with the City and surrounding neighborhood to rehabilitate this building in a way that best serves the community, respects the building's character-defining features and honors its storied past.

COMMUNITY MEETINGS

Collaboration and engagement with local communities is essential to creating meaningful and successful projects, especially in historic urban contexts. We have extensive experience in this area — ranging from our work with multiple public agencies and their departments to a panoply of University student organizations and clubs — for a single project, and are adept at listening, communicating, and responding to stakeholders towards consensus. **We are currently working on the Dogpatch Hub, a community center in San Francisco's rapidly developing Dogpatch neighborhood, with a design significantly shaped by neighborhood input.** The work included surveys, direct outreach to key groups and potential partners and public community meetings.

1. STATEMENT OF QUALIFICATIONS

SITE PLANNING + FEASIBILITY STUDIES



	SCHEME 1: Idealized School	SCHEME 2: New School
Square Feet (sf)	104,700	144,000
Construction Cost:	\$77,908,198	\$114,118,183
Const. \$/sf	\$744.11	\$792.49
Project Costs	\$111,600,000	\$160,700,000
Project \$/sf	\$1,065	\$1,116
*Project Cost (includes Design/Construct)	\$121,500,000	\$175,200,000
Project \$/sf	\$1,160	\$1,217
<i>*Project Cost above includes scope separately listed below:</i>		
Project Cost (includes Mechanical)	\$14,800,000	
Project Cost (total)	\$1,995,000	



① **CENTURY 21 DOMED THEATER**
 San Jose, CA
 Size/Scope: 38,800 sf.
 Adaptive reuse of historic domed theater into mixed use commercial uses
 Completed: 2022 (concept)

② **55/60 FRANCISCO OFFICE TO HOUSING STUDY**
 San Francisco, CA
 Size/Scope: 50,000 sf., feasibility study including test fits, structural analyses, concept design and cost analyses.
 Completed: 2023

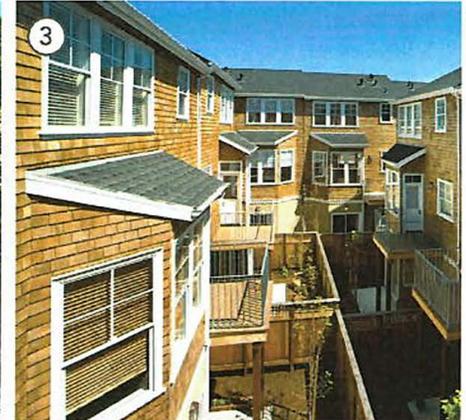
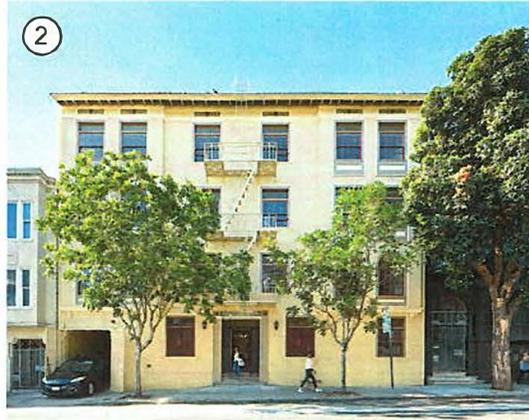
③ **UC BERKELEY MINOR HALL EXPANSION STUDY**
 Berkeley, CA
 Size/Scope: 145,000 sf. programming and site and cost analyses for expansion of School of Optometry
 Completed: 2018

④ **UCSC COOPERAGE FEASIBILITY STUDY**
 Santa Cruz, CA
 Size/Scope: 2,100 sf; Feasibility study and concept design for restoration of historic lime kiln cooperage structure
 Completed: 2022

⑤ **UCSC EMPLOYEE HOUSING STUDY** (w/Kennerly Architects)
 Santa Cruz, CA
 Size/Scope: Analyses of 4 sites, including various unit typologies and mixes, and potential yield and financing;
 Completed: 2022

⑥ **ANGEL ISLAND IMMIGRATION STATION MASTER PLAN**
 Angel Island State Park, CA
 Size/Scope: 66,500 sf. assessment, rehabilitation plan for historic structures and grounds; phasing and associated costs
 Completed: 2002

MULTIFAMILY HOUSING



① **PIER 70 BUILDING 2**
San Francisco, CA
Size/Scope: 97,000 sf; adaptive reuse of historic warehouse structure to multifamily housing
Completed: 2020 (DD + site permit)

② **3525 17TH STREET**
Redwood City, CA
Size/Scope: 12,000 sf., rehabilitation of 4-story historic, 16 unit complex
Completed: 2021

③ **1300 EDDY ST.**
San Francisco, CA
Size/Scope: 42,200 sf., 30 3-story townhome development (design development through construction)
Completed: 2007

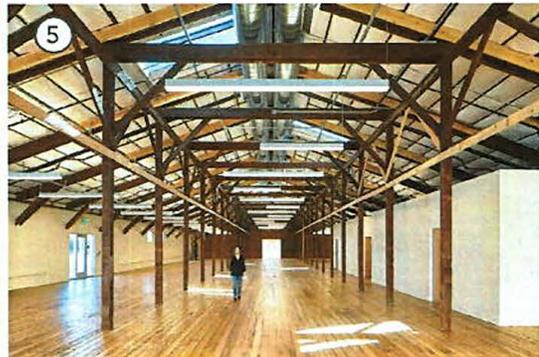
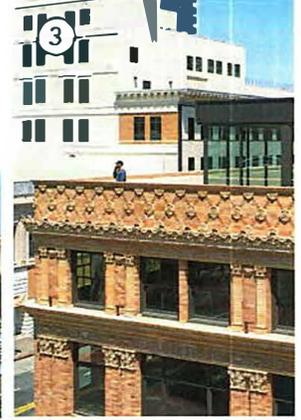
④ **915 NORTHPPOINT**
San Francisco, CA
Size/Scope: 27,700 ; new 4-story, 49 unit apartments in two adjacent buildings
Completed: 2016 (design)

⑤ **THE SUTHERLAND**
San Francisco, CA
Size/Scope: new 33,600 sf.; 45-unit complex with retail and garage in two, 4-story adjacent buildings.
Completed: 2019

⑥ **UCSC KRESGE COLLEGE STUDENT HOUSING**
Santa Cruz, CA
Size/Scope: 68,200 sf. renovation and upgrade of existing student dormitory; 160 beds
Completed: 2022

1. STATEMENT OF QUALIFICATIONS

HISTORIC



①
SWISSNEX
San Francisco, CA
Size/Scope: 27,700 adaptive reuse of waterfront landmark structure into flexible workplace and event space; building systems upgrade, access and fire/life safety compliance.
Completed: 2016

②
BAYVIEW OPERA HOUSE
San Francisco, CA
Size/Scope: 9,32a1 sf. renovation of landmark multiuse facility in a long neglected area.
Completed: 2016

③
TAPSCOTT BUILDING
San Francisco, CA
Size/Scope: 51,100 sf. award-winning, core and shell rehabilitation.
Completed: 2022

④
MISSION ARMORY
Redwood City, CA
Size/Scope: 160,000 sf., seismic upgrade, systems upgrade, access, and fire/life safety of landmark building
Completed: 2021

⑤
GORGAS WAREHOUSES
San Francisco, CA
Size/Scope: 41,000 sf. adaptive reuse of historic warehouses for commercial use
Completed: 2019

⑥
PRESIDIO BLDGS 1201 + 1202
San Francisco, CA
Size/Scope: 48,500 sf., LEED Gold/Silver adaptive reuse of historic structures at Ft. Scott
Completed: 2013

COMMUNITY ENGAGEMENT



①
DOGPATCH HUB
 San Francisco, CA
 Size/Scope: 10,800 sf. adaptive reuse for mixed-use community serving spaces.
 Completed: 2023

②
SF WATERFRONT RESILIENCE PROGRAM
 San Francisco, CA
 Size/Scope: Evaluation and development of adaptation strategies to address climate change impacts (TEF is part of multi-disciplinary team)
 Completed: Ongoing

③
HUNTERS POINT SUBSTATION
 San Francisco, CA
 Size/Scope: new 28,900 sf. electrical substation with community plaza
 Completed: 2018

④
GARFIELD CENTER
 San Francisco, CA
 Size/Scope: 22,000 sf natatorium rehabilitation and new clubhouse.
 Completed: 2021

⑤
GOLDEN GATE VALLEY BRANCH LIBRARY
 San Francisco, CA
 Size/Scope: 7,400 sf. renovation of historic branch Carnegie library
 Completed: 2011

⑥
DON FISHER CLUBHOUSE
 San Francisco, CA
 Size/Scope: 36,800 sf., award-winning LEED Gold education and recreation center for Boys + Girls Clubs of SF
 Completed: 2016

1. STATEMENT OF QUALIFICATIONS

KEY STAFF

Your project will be led by senior staff who bring significant experience in the analyses and crafting of development concepts. Their deep knowledge of urban development in cities throughout California, including the transformation of historic assets, will support outcomes that are strategic, cohesive, sustainable and feasible. Each brings substantial experience working in the public realm, with municipal agencies, commissions, elected officials, and community stakeholders.

LEADERSHIP

DOUGLAS TOM, FAIA, LEED AP | *Principal-In-Charge*
Bachelor of Arts in Architecture, University of California, Berkeley
Licensed Architect - C12405

A native of Salinas, Doug brings more than 40 years of experience to the team on a wide range of public and community-serving projects, ranging from recreational and educational facilities to non-profit social services centers. Notable projects under his leadership include a feasibility study to convert offices to multifamily housing at **55 Union Street in San Francisco**, **the adaptive reuse of a trio of landmark structures into leasable commercial spaces in the Presidio**, and **the award-winning renovation of the Bayview Opera House**, located in a long neglected San Francisco neighborhood and entailing extensive community engagement.



MARYAM ROSTAMI, AIA, LEED AP BD+C, LFA | *Managing Principal*
Bachelor of Architecture, Honors Liberal Arts, University of Texas, Austin, TX
Licensed Architect - C37717

A talented architect and committed advocate for her clients, Maryam brings leadership and enthusiasm for design to each project, regardless of scale or scope. Her recent experience at UC Santa Cruz — **a feasibility study for Employee Workforce Housing**, **design and criteria documents for renovating student housing at Kresge College**, and **feasibility study for the adaptive reuse of the historic Cooperage and Lime Kilns** — and her background in affordable housing design, will be an asset to the team.

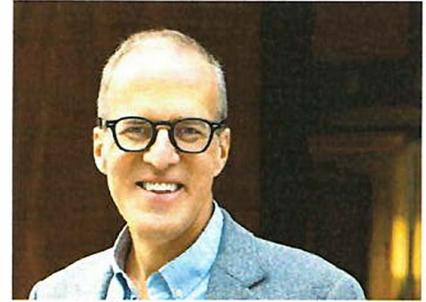


1. STATEMENT OF QUALIFICATIONS

ANDREW WOLFRAM, AIA, LEED AP BD+C, LFA | *Advising Preservation Specialist*

Master of Architecture, Planning and Preservation, Columbia University, Graduate School of Architecture, New York, NY
Licensed Architect - C27838

Andrew has led some of the Bay Area’s most significant and transformative adaptive reuse projects. He integrates innovative solutions with design acumen and a powerful commitment to environmental and social sustainability into every project. He collaborated with Maryam on housing projects at UC Santa Cruz and also provided leadership to a feasibility study/design for multifamily housing at 915 Northpoint and the design and delivery of 37 apartments at 915 Minna Street.



ELIZABETH MACKAY | *Project Designer*

Bachelor of Fine Arts, Academy of Art

Elisabeth is a versatile designer who brings considerable strength in multifamily housing development. Notable projects include Nevin Plaza in Richmond — which encompassed the **rehabilitation of 140 units of affordable housing and new construction of 75 - 80 units on an adjacent site** — as well as the **96-unit Elegance Senior Housing development in Berkeley** and the **89-micro-unit Electric Lofts in Oakland**. She also worked on the permit set for **1064 Mission Street, San Francisco’s largest supportive housing project for formerly homeless seniors, featuring modular construction**. Her experience working with the City of Salinas at City Hall is also a plus.



SUBCONSULTANT

As trusted civil engineering experts to TEF, BKF Engineers will leverage their considerable knowledge of and experience in Monterey County and the City of Salinas, to provide site utility, stormwater management, and surveying analyses and design.

JON TANG, PE, LEED AP, QSD/P | *Associate Principal*

B.S., Civil Engineering, University of California, Davis
Licensed Civil Engineer, CA, No. 67726

Jon has recently led the civil engineering for well over 1000 units of affordable and workforce housing and thousands of additional units of multifamily housing and mixed-use developments, involving transportation, circulation and utility infrastructure, and stormwater planning. Recent projects include the **Balboa Reservoir, and workforce housing at 361 Turk Street and 145 Leavenworth Street** in San Francisco.



2. APPROACH

UNDERSTANDING + APPROACH

The success of the 34-38 Soledad Street will depend on clearly identifying the project scope, establishing a shared vision for the development, then creating the path that will lead to project feasibility. **Our efforts will be shaped by the Core Value and Guiding Principles of the *Chinatown Revitalization Plan*.** And, our focus will be on bringing the community's vision, goals and aspirations for this site into alignment with the array of critical issues that will shape planning strategy.

Key considerations will include near and long term budget resources, identifying development partners, allowable zoning envelope, and other existing site and building assessment findings.

ROBUST INQUIRY

Establishing a deep understanding of the project will be our first priority. We will begin with extensive data gathering related to the project site, its history and context, existing site and building conditions, historic status and local zoning impacts, and the vision and goals of City staff and community stakeholders. The many years of public engagement and planning represented by the December 2019 *Chinatown Revitalization Plan* provides a strong foundation and jumping off point for the team.

Research and exploration will continue as we proceed with the development of early concepts, while engaging in initial stakeholder and community meetings to confirm our understanding of project opportunities, constraints and priorities.

ECONOMY, FLEXIBILITY + VALUE

These intertwined virtues are a priority in our work and central to our design ethic in relationship to conservation, social responsibility, and design excellence. We strive for efficiency, economy, integration, and collaboration and seek answers that deliver long term relevance. We will focus on the potential that the existing building and site have to offer and what is allowed under current zoning regulations. Simultaneously, we will advise the City

on issues ranging from cost considerations and performance metrics to environmental impacts and development phasing through the lens of feasibility.

EMPOWERING COMMUNITY + BUILDING CONSENSUS

TEF brings significant experience collaborating with diverse stakeholders within the framework of public decision-making processes and protocols. We will draw upon an array of strategies and tools — ranging from surveys, workshops, observational studies, focus groups, and story mapping — that enable us to engage in authentic listening and careful observation. We will also prioritize an efficient methodology of iteration with stakeholders to co-create and distill viable design concepts that have the support of the community and that are economically and technically feasible.

Developing design information that clearly communicates challenges, opportunities, variables and solutions are crucial to a process that empowers stakeholders to process data and make decisions. TEF takes great pride in leveraging BIM and parametric tools to rapidly render information-rich graphics that depict the quantitative and qualitative aspects of a design strategy.

MANAGEMENT APPROACH

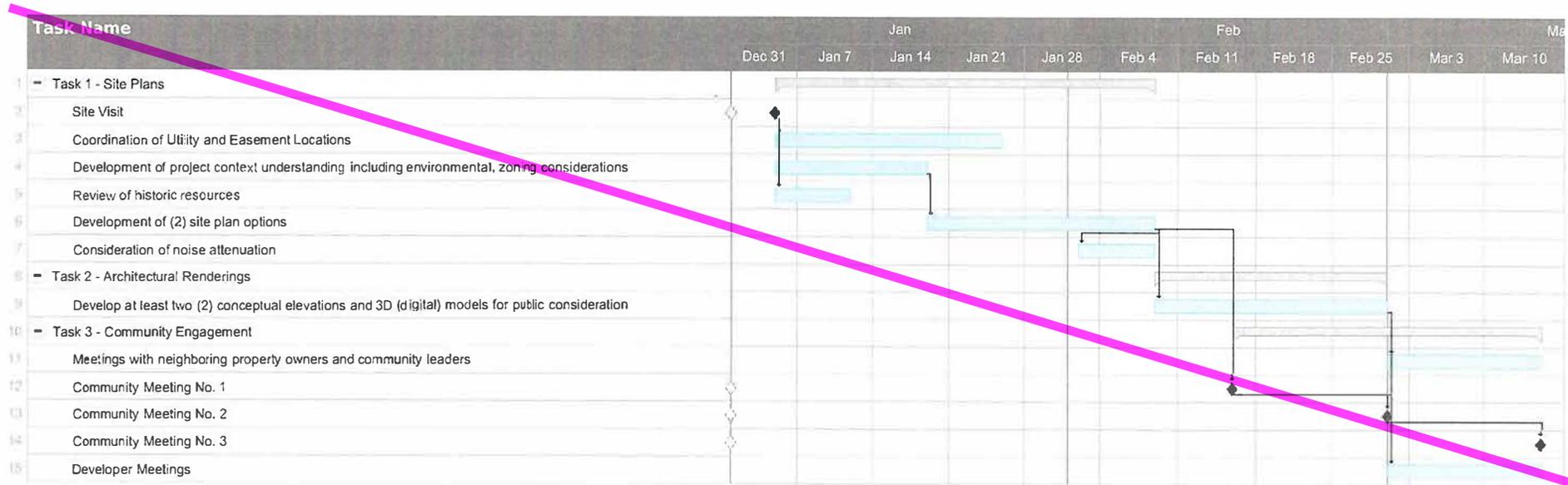
Our project management approach emphasizes clarity of goals, expectations, roles and responsibilities, and continuous alignment of project parameters, supported by continuity of team leadership, clear communication protocols, and an arsenal of powerful tools. We strive to cultivate a shared culture of teamwork, honest communication, trust and transparency with our clients and stakeholders through a model of shared risk, goal-setting, problem-solving and collaboration.

A detailed breakdown of tasks and deliverables is provided as part of our Fee on page 14.

SCHEDULE

Our proposed schedule anticipate roughly 10 weeks for project delivery. We look forward to further discussions with the City of Salinas to address any timeline constraints and adjustments.

SCHEDULE TO BE RENEGOTIATED WITH CITY OF SALINAS BASED ON CHANGE OF START DATE.



4. FEES

FEE PROPOSAL

TASK + HOURS SUMMARY

BASIC SERVICES		PHASES			
Firm	Discipline	Concept Design	Renderings	Community Engagement	Total
TEF	Architecture	\$19,575.00	\$14,815.00	\$14,560.00	\$48,950.00
BKF	Civil Engineering	\$9,600.00	\$0.00	\$0.00	\$9,600.00
	Boundary and Topographic Survey				\$20,000.00
	Utility Locating				\$3,700.00
TOTAL		\$29,175.00	\$14,815.00	\$14,560.00	\$82,250.00

Estimate of Reimbursable Expenses

\$881.00

TEF TASK + HOURS

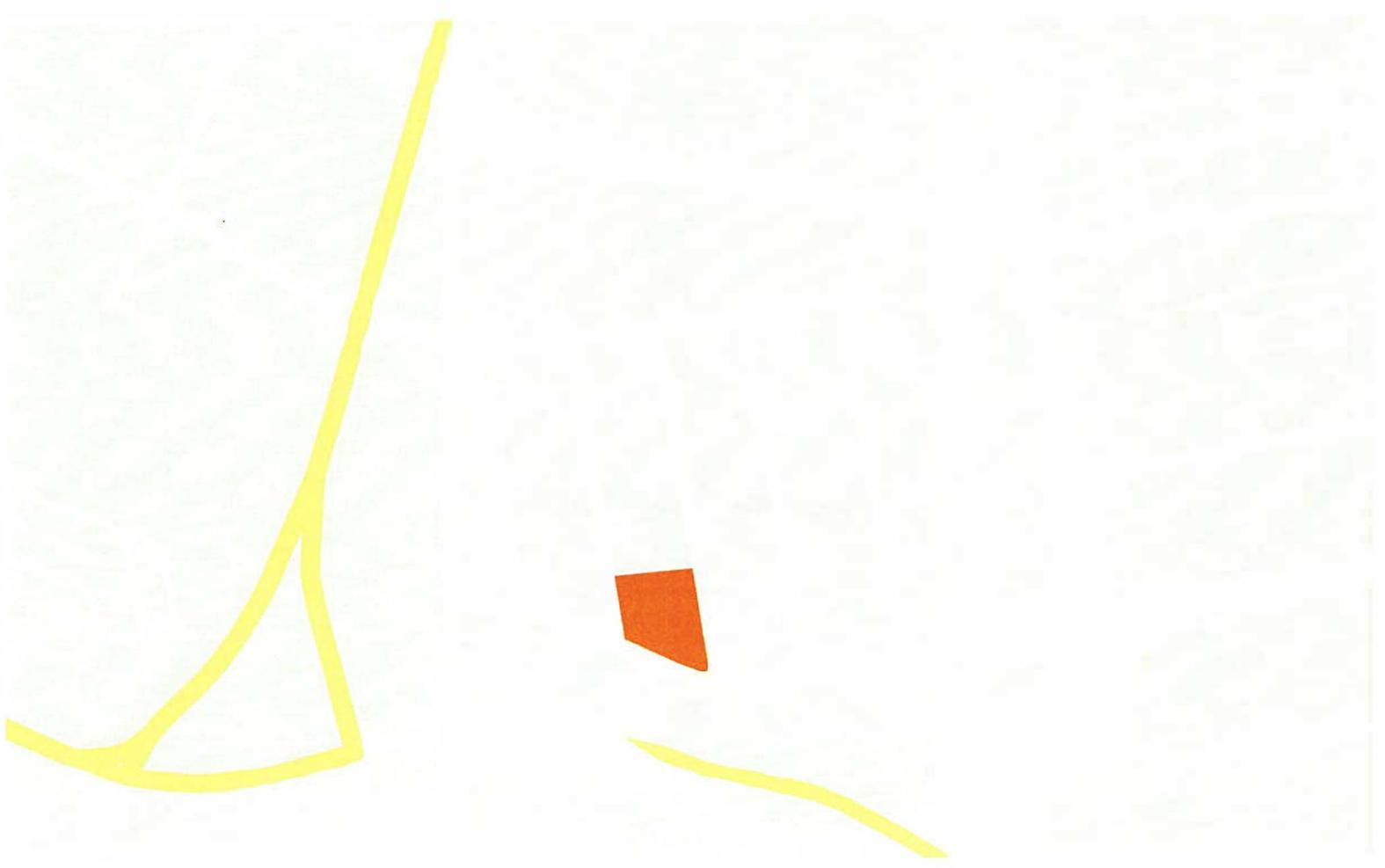
		HOURS & FEES								
		Principal	Rate \$275	Sr PM	Rate \$200	Arch Level 3	Rate \$180	Arch Staff 1	Rate \$145	Total Fee
TASK 1 - SITE PLANS										
1.0	Site visit	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620
2.0	Coordination of Utility and Easement Locations	1	\$275	3	\$600	1	\$180	0	\$0	\$1,055
3.0	Development of project context understanding including historic, environmental, zoning considerations	4	\$1,100	6	\$1,200	10	\$1,800	0	\$0	\$4,100
4.0	Development of (2) site plan options	4	\$1,100	6	\$1,200	27	\$4,860	32	\$4,640	\$11,800
	Sub-Total Task 1	13	\$3,675	19	\$3,800	42	\$7,560	32	\$4,640	\$19,575
TASK 2 - ARCHITECTURAL RENDERINGS										
5.0	Review of historic resources for the property and the level of preservation required	4	\$1,100	4	\$800	4	\$720	0	\$0	\$2,620
6.0	Consideration of noise attenuation by design given the site's proximity to the railroad	1	\$275	2	\$400	4	\$720	0	\$0	\$1,395
7.0	Develop at least two (2) conceptual elevations and 3D (digital) models for public consideration	4	\$1,100	8	\$1,600	16	\$2,880	36	\$5,220	\$10,800
	Sub-Total Task 2	9	\$2,475	14	\$2,800	24	\$4,320	36	\$5,220	\$14,815
TASK 3 - COMMUNITY ENGAGEMENT										
8.0	Up to (4) zoom meetings with neighboring property owners and community leaders, as agreed upon by Stakeholders	2	\$550	4	\$800	0	\$0	0	\$0	\$1,350
9.0	Preparation for community meetings, including creation of boards and stakeholder engagement materials	1	\$275	4	\$800	12	\$2,160	0	\$0	\$3,235
10.0	Up to (3) 2-hour long in-person community meetings in Salinas	18	\$4,950	18	\$3,600	0	\$0	0	\$0	\$8,550
11.0	Up to (3) zoom meetings with affordable housing developers previously agreed upon by Stakeholder group, using previously created site plan options for discussion	3	\$825	3	\$600	0	\$0	0	\$0	\$1,425
	Sub-Total Task 3	24	\$6,600	29	\$5,800	12	\$2,160	0	\$0	\$14,560

Reimbursable Expenses (estimated at 1.8% of fee)

\$881.00

SUBTOTAL	\$49,831
TEF PROPOSED FEE + REIMBURSABLES	\$49,831

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tef DESIGN

1420 Sutter Street, 2nd Fl.
San Francisco, CA 94109

415.391.7918

TEFarch.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/29/2023

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

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

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd., Suite 230 Lafayette CA 94549	CONTACT NAME: Nancy Ferrick PHONE (A/C No., Ext): 510-272-1400 FAX (A/C No.): E-MAIL ADDRESS: nancy.ferrick@assuredpartners.com
INSURED TEF Architecture + Interior Design, Inc. 1420 Sutter Street San Francisco CA 94109	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: XL Specialty Insurance Co. 37885 INSURER B: Sentinel Insurance Company 11000 INSURER C: HARTFORD INSURANCE COMPANY 38288 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 1536255916** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	57SBWRI6634	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	57SBWRI6634	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	57SBWRI6634	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 6,000,000 AGGREGATE \$ 6,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/ PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	57WEGGC 3286	4/1/2023	4/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Includes Pollution Liability			DPR5010875	4/1/2023	4/1/2024	Per Claim \$5,000,000 Aggregate Limit \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Umbrella Liability policy is a follow-form underlying General Liability/Auto Liability/Employers Liability. Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies.
 RE: All Operations of the Named Insured. The City of Salinas, its officers, officials, employees and volunteers are named as Additional Insured for General Liability and Non-Owned and Hired Auto Liability as required by written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsement(s). 30 Day Notice of Cancellation.

CERTIFICATE HOLDER City of Salinas City Attorney 200 Lincoln Avenue Salinas, CA 93901	CANCELLATION 30 Days Notice of Cancellation SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

Policy # 57SBWRI6634



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PROVISIONS - CALIFORNIA

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

A. It is agreed that paragraph (2) of subsections 6.d. and 6.f. of Section C. - **WHO IS AN INSURED** is replaced by the following:

(2) The insurance afforded by paragraph (1) above does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. It is agreed that the following paragraphs are added to the end of subsections 1. and 8. of Section F -

OPTIONAL ADDITIONAL INSURED COVERAGES; and it is agreed the following paragraphs replace section b. of subsection 9. of Section F. - **OPTIONAL ADDITIONAL INSURED COVERAGES.** These paragraphs do not attach or amend the language of any of the other subsections of Section F - **OPTIONAL ADDITIONAL INSURED COVERAGES:**

The insurance afforded by this subsection does not apply if your acts or omissions, or the acts or omissions of those acting on your behalf, that are alleged to have caused the "bodily injury", "property damage" or "personal and advertising injury", involve professional architectural, engineering or surveying services, including but not limited to:

- (a) The preparing, approving, editing of or failure to prepare or approve, shop drawings, maps, opinions, reports, surveys, change orders, field orders, designs, drawings, specifications, warnings, recommendations, permit applications payment requests, manuals or instructions;
- (b) Supervisory, inspection, quality control, architectural, engineering or surveying activities or services;
- (c) Maintenance of job site safety, construction administration, construction contracting, construction management, computer consulting or design software development or programming service, or selection of a contractor or programming service;
- (d) Monitoring, sampling, or testing service necessary to perform any of the services included in a. b. or c. above;
- (e) Supervision, hiring, employment, training or monitoring of others who are performing any of the services included in a., b. or c. above.

The insurance afforded to such additional insured:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Policy # 57SBWRI6634

BUSINESS LIABILITY COVERAGE FORM

- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

- b. Coverage under this provision does not apply to:

- (1) "Bodily injury" or "property damage" that occurred; or
- (2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" registered in your name under any motor vehicle registration law, any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person driving the equipment; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

→ **6. Additional Insureds When Required By Written Contract, Written Agreement Or Permit**

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written

BUSINESS LIABILITY COVERAGE FORM

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contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by an endorsement issued by us and made a part of this Coverage Part, including all persons or organizations added as additional insureds under the specific additional insured coverage grants in Section F. – Optional Additional Insured Coverages.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

- (1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b) Any express warranty unauthorized by you;
- (c) Any physical or chemical change in the product made intentionally by the vendor;
- (d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

- (e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

- (f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

- (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

- (h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

- (i) The exceptions contained in Subparagraphs (d) or (f); or

- (ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

- (2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

- (1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

- (1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or
- (b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

- (1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In connection with your premises; or
- (b) In the performance of your ongoing operations performed by you or on your behalf.
- (2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:
- This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. Permits Issued By State Or Political Subdivisions

- (1) Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- (a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or
- (b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

 **f. Any Other Party**

- (1) Any other person or organization who is not an insured under Paragraphs a. through e. above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
- (a) In the performance of your ongoing operations;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products-completed operations hazard", but only if
- (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
- (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".
- (2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

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(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. – Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. – Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate Limit applies separately to each of your "locations" owned by or rented to you.

"Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway or right-of-way of a railroad.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to 2.a. or 2.b above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to 2.b. above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance specified in a written contract, written agreement or permit issued by a state or political subdivision; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

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If more than one limit of insurance under this policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this policy and the endorsements is the single highest limit of liability of all coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You or any additional insured must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

BUSINESS LIABILITY COVERAGE FORM

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured only when such "occurrence", offense, claim or "suit" is known to:

- (1) You or any additional insured that is an individual;
- (2) Any partner, if you or an additional insured is a partnership;
- (3) Any manager, if you or an additional insured is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured is a corporation;
- (5) Any trustee, if you or an additional insured is a trust; or
- (6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

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This Paragraph f. applies separately to you and any additional insured.

3. Financial Responsibility Laws

- a. When this policy is certified as proof of financial responsibility for the future under the provisions of any motor vehicle financial responsibility law, the insurance provided by the policy for "bodily injury" liability and "property damage" liability will comply with the provisions of the law to the extent of the coverage and limits of insurance required by that law.
- b. With respect to "mobile equipment" to which this insurance applies, we will provide any liability, uninsured motorists, underinsured motorists, no-fault or other coverage required by any motor vehicle law. We will provide the required limits for those coverages.

4. Legal Action Against Us

No person or organization has a right under this Coverage Form:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Form unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

6. Representations**a. When You Accept This Policy**

By accepting this policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and

- (3) We have issued this policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

7. Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when b. below applies. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of Section A. – Coverages.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion k. of Section A. – Coverages.

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(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

 **(7) When You Add Others As An Additional Insured To This Insurance**

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

BUSINESS LIABILITY COVERAGE FORM

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

8. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

 **b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)**

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NON-OWNED AUTO

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

This coverage is subject to all provisions in the **BUSINESS LIABILITY COVERAGE FORM** not expressly modified herein:

A. Amended Coverage:

Coverage is extended to "bodily injury" and "property damage" arising out of the use of a "hired auto" and "non-owned auto".

B. Paragraph B. EXCLUSIONS is amended as follows:

1. Exclusion **g. Aircraft, Auto or Watercraft** does not apply to a "hired auto" or a "non-owned auto".

2. Exclusion **e. Employers Liability** does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract".

3. Exclusion **f. Pollution** is replaced by the following:

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

a. That are, or that are contained in any property that is:

- (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
- (2) Otherwise in the course of transit by or on behalf of the "insured"; or
- (3) Being stored, disposed of, treated or processed in or upon the covered "auto".

b. Before the "pollutants" or any property in which the "pollutants" are contained are

moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or

c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive, or dispose of such "pollutants"; and
- (2) The "bodily injury" and "property damage" does not arise out of the operation of any equipment listed in paragraphs **15.b.** and **15.c.** of the definition of "mobile equipment".

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and

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- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage as a result of the maintenance or use of a covered "auto".
4. With respect to this coverage, the following additional exclusions apply:
- a. **Fellow employee**
Coverage does not apply to "bodily injury" to any fellow "employee" of the "insured" arising out of the operation of an "auto" owned by the "insured" in the course of the fellow "employee's" employment.
- b. **Care, custody or control**
Coverage does not apply to "property damage" involving property owned or transported by the "insured" or in the "insured's" care, custody or control.
- C. With respect to "hired auto" and "non-owned auto" coverage, Paragraph C. **WHO IS AN INSURED** is deleted and replaced by the following:
The following are "insureds":
- a. You.
- b. Your "employee" while using with your permission:
- (1) An "auto" you hire or borrow; or
 - (2) An "auto" you don't own, hire or borrow in your business or personal affairs; or
 - (3) An "auto" hired or rented by your "employee" on your behalf and at your direction.
- c. Anyone else while using a "hired auto" or "non-owned auto" with your permission except:
- (1) The owner or anyone else from whom you hire or borrow an "auto".
 - (2) Someone using an auto while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (3) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".
 - (4) A partner (if you are a partnership), or a member (if you are a limited liability

company) for an "auto" owned by him or her or a member of his or her household.

- d. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

- D. With respect to the operation of a "hired auto" and "non-owned auto", the following additional conditions apply:

1. OTHER INSURANCE

- a. Except for any liability assumed under an "insured contract" the insurance provided by this Coverage Form is excess over any other collectible insurance.

However, if your business is the selling, servicing, repairing, parking or storage of "autos", the insurance provided by this endorsement is primary when covered "bodily injury" or "property damage" arises out of the operation of a customer's "auto" by you or your "employee".

- b. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

2. TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US

If the Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

- E. The following definitions are added:

G. LIABILITY AND MEDICAL EXPENSES DEFINITIONS:

1. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent or borrow from any of your "employees", your partners (if you are a partnership), members (if you are a limited liability company),

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or your "executive officers" or members of their households.

This does not include a long-term leased "auto" that you insure as an owned "auto" under any other auto liability insurance policy or a temporary substitute for an "auto" you own that is out of service because of its breakdown, repair, servicing or destruction.

2. "Non-owned auto " means any "auto" you do not own, lease, hire, rent or borrow which is used in connection with your business. This includes:
 - a. "Autos" owned by your "employees" your partners (if you are a partnership), members (if you are a limited liability company), or your "executive officers", or members of their households, but only while used in your business or your personal affairs.
 - b. Customer's "auto" that is in your care, custody or control for service.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WORKERS' COMPENSATION BROAD FORM ENDORSEMENT EXTENDED OPTIONS

Policy Number: 57WEGGC3286

Endorsement Number:

Effective Date: 04/01/2023

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: TEF Architecture + Interior Design, Inc.
1420 Sutter Street
San Francisco, CA 94109

Section I of this endorsement expands coverage provided under WC 00 00 00.

Section II of this endorsement provides additional coverage usually only provided by endorsement.

Section III of this endorsement is a Schedule of Covered States.

You may use the index to locate these coverage features quickly:

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SECTION I

PARTS ONE and TWO

1. WE WILL ALSO PAY

D. We Will Also Pay of Part One (WORKERS' COMPENSATION INSURANCE); and

E. We Will Also Pay of Part Two (EMPLOYERS' LIABILITY INSURANCE) is replaced by the following:

We Will Also Pay

We will also pay these costs, in addition to other amounts payable under this insurance, as part of any claim, proceeding, or suit we defend:

1. reasonable expenses incurred at our request, **INCLUDING** loss of earnings;
2. premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
3. litigation costs taxed against you;
4. interest on a judgment as required by law until we offer the amount due under this law; and
5. expenses we incur.

PART THREE

2. How This Insurance Applies

Paragraph 4. of A. How This Insurance Applies of Part 3 (Other States Insurance) is replaced by the following:

4. If you have work on the effective date of this policy in any state not listed in Item 3.A. of the Information Page, coverage will not be afforded for that state unless we are notified within **sixty** days.

PART SIX

3. Transfer Of Your Rights and Duties

C. Transfer Of Your Rights and Duties of Part 6 (Conditions) is replaced by the following:

Your rights or duties under this policy may not be transferred without our written consent.

If you die and we receive notice within **sixty** days after your death, we will cover your legal representative as insured.

4. Liberalization

If we adopt a change in this form that would broaden the coverage of this form without extra charge, the broader coverage will apply to this policy. It will apply when the change becomes effective in your state.

SECTION II

VOLUNTARY COMPENSATION ANDEMPLOYERS' LIABILITY COVERAGE

5. Voluntary Compensation Insurance

A. How This Insurance Applies

This insurance applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by any officer or employee not subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page.
2. The bodily injury must arise out of and in the course of employment or incidental to work in a state shown in Item 3.A. of the Information Page.

3. The bodily injury must occur in the United States of America, its territories or possessions, or Canada, and may occur elsewhere if the employee is a United States or Canadian citizen, or otherwise legal resident, and legally employed, in the United States or Canada and temporarily away from those places.
4. Bodily injury by accident must occur during the policy period.
5. Bodily injury by disease must be caused or aggravated by the conditions of the

officer's or employee's employment. The officer's or employee's last day of last exposure to the conditions causing or aggravating such bodily injury by disease must occur during the policy period.

B. We Will Pay

We will pay an amount equal to the benefits that would be required of you as if you and your employees were subject to the workers' compensation law of any state shown in Item 3.A. of the Information Page. We will pay those amounts to the persons who would be entitled to them under the law.

C. Exclusion

This insurance does not cover:

1. any obligation imposed by workers' compensation or occupational disease law or any similar law.
2. bodily injury intentionally caused or aggravated by you.
3. officers or employees who have elected not to be subject to the state workers' compensation law.
4. partners or sole proprietors not covered under the Standard Sole Proprietors, Partners, Officers and Others Coverage Endorsement.

D. Before We Pay

Before we pay benefits to the persons entitled to them, they must:

1. Release you and us, in writing, of all responsibility for the injury or death.
2. Transfer to us their right to recover from others who may be responsible for the injury or death.
3. Cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits of this insurance fail to do those things, our duty to pay ends at once. If they claim damages from you or from us for the injury or death, our duty to pay ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we paid. We will pay the balance to the persons entitled to it.

If the persons entitled to the benefits of this insurance make a recovery from others, they must reimburse us for the benefits we paid them.

F. Employers' Liability Insurance

Part Two (Employers' Liability Insurance) applies to bodily injury covered by this endorsement as though the State of Employment was shown in Item 3.A. of the Information Page.

This provision 5. does not apply in New Jersey or Wisconsin.

EMPLOYERS' LIABILITY STOP GAP COVERAGE

6. Employers' Liability Stop Gap Coverage

- A. This coverage only applies in Montana, North Dakota, Ohio, Washington, West Virginia and Wyoming.
- B. Part One (Workers' Compensation Insurance) does not apply to work in states shown in Paragraph A above.
- C. Part Two (Employers' Liability Insurance) applies in the states, shown in Paragraph A., as though they were shown in Item 3.A. of the Information Page.
- D. Part Two, Section C. **Exclusions** is changed by adding these exclusions.

This insurance does not cover;

5. bodily injury intentionally caused or aggravated by you or in Ohio bodily injury resulting from an act which is determined by an Ohio court of law to have been committed by you with the belief than an injury is substantially certain to occur. However, the cost of defending such claims or suits in Ohio is covered.
13. bodily injury sustained by any member of the flying crew of any aircraft.
14. any claim for bodily injury with respect to which you are deprived of any defense or defenses or are otherwise subject to penalty because of default in premium under the provisions of the workers' compensation law or laws of a state shown in Paragraph A.
- E. This insurance applies to damages for which you are liable under West Virginia Code Annot. S 23-4-2.

EXTENDED OPTIONS

1. Employers' Liability Insurance

Item 3.B. of the Information Page is replaced by the following:

B. Employers' Liability Insurance:

1. **Part Two** of the policy applies to work in each state listed in Item 3.A.

The Limits of Liability under Part Two are the higher of:

**Bodily Injury
by Accident** \$500,000 Each Accident

**Bodily Injury
by Disease** \$500,000 Policy Limit

**Bodily Injury
by Disease** \$500,000 Each Employee

OR

2. The amount shown in the Information Page.

This provision 1 of **EXTENDED OPTIONS** does not apply in New York because the Limits Of Our Liability are unlimited.

In this provision the limits are changed from **\$500,000** to **\$1,000,000** in California.

2. Unintentional Failure to Disclose Hazards

If you unintentionally should fail to disclose all existing hazards at the inception date of your policy, we shall not deny coverage under this policy because of such failure.

3. Waiver of Our Right To Recover From Others

A. 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 any person or organization for whom you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit anyone not named in the agreement.

B. This provision 3. does not apply in the states of Pennsylvania and Utah.

4. Foreign Voluntary Compensation and Employers' Liability Reimbursement

A. How This Reimbursement Applies

This reimbursement provision applies to bodily injury by accident or bodily injury by disease. Bodily injury includes resulting death.

1. The bodily injury must be sustained by an officer or employee.
2. The bodily injury must occur in the course of employment necessary or incidental to work in a country not listed in Exclusion C.1. of this provision.
3. Bodily injury by accident must occur during the policy period.
4. Bodily injury by disease must be caused or aggravated by the conditions of your employment. The officer or employee's last exposure to those conditions of your employment must occur during the policy period.

B. We Will Reimburse

We will reimburse you for all amounts paid by you whether such amounts are:

1. voluntary payments for the benefits that would be required of you if you and your officers or employees were subject to any workers' compensation law of the state of hire of the individual employee.
2. sums to which Part Two (Employers' Liability Insurance) would apply if the Country of Employment were shown in Item 3.A. of the Information Page.

C. Exclusions

This insurance does not cover:

1. any occurrences in the United States, Canada, and any country or jurisdiction which is the subject of trade or economic sanctions imposed by the laws or regulations of the United States of America in effect as of the inception date of this policy.
2. any obligation imposed by a workers' compensation or occupational disease law, or similar law.
3. bodily injury intentionally caused or aggravated by you.

4. liability for any consequence, whether direct or indirect, of war, invasion, act of Foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power. No endorsement now or subsequently attached to this policy shall be construed as overriding or waiving this limitation unless specific reference is made thereto.

D. Before We Pay

Before we reimburse you for the benefits to the persons entitled to them, you must have them:

1. release you and us, in writing, of all responsibility for the injury or death,
2. transfer to us their right to recover from others who may be responsible for their injury or death,
3. cooperate with us and do everything necessary to enable us to enforce the right to recover from others.

If the persons entitled to the benefits paid fail to do these things, our duty to reimburse ends at once. If they claim damages from us for the injury or death, our duty to reimburse ends at once.

E. Recovery From Others

If we make a recovery from others, we will keep an amount equal to our expenses of recovery and the benefits we reimbursed. We will pay the balance to the persons entitled to it. If persons entitled to the benefits make a recovery from others, they must repay us for the amounts that we have reimbursed you.

F. Reimbursement for Actual Loss Sustained

This endorsement provides only for reimbursement for the loss you actually sustain. In order for you to recover loss or expenses under this reimbursement you must:

1. actually sustain and pay the loss or expense in money after trial, or
2. secure our consent for the payment of the loss or expense.

G. Repatriation

Our reimbursement includes the additional expenses of repatriation to the United States

of America necessarily incurred as a direct result of bodily injury.

Our reimbursement shall be limited as follows:

1. to the amount by which such expenses exceed the normal cost of returning the officer or employee if in good health, or
2. in the event of death, to the amount by which such expenses exceed the normal cost of returning the officer or employee if alive and in good health.

In no event shall our reimbursement exceed the bodily injury by accident limit shown in Item 3.B. of the Information Page as respects any one such officer or employee whether dead or alive.

H. Endemic Disease

The word "disease" includes any endemic diseases.

The coverage applies as if endemic diseases were included in the provisions of the workers' compensation law.

5. Longshore and Harbor Workers' Compensation Act Coverage

General Section C. Workers' Compensation Law is replaced by the following:

C. Workers' Compensation Law

Workers' Compensation Law means the workers or workers' compensation law and occupational disease law of each state or territory named in Item 3.A. of the Information Page and the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950). It includes any amendments to those laws that are in effect during the policy period. It does not include any other federal workers or workers' compensation law, other federal occupational disease law or the provisions of any law that provide nonoccupational disability benefits.

Part Two (Employers' Liability Insurance), C. Exclusions, exclusion 8, does not apply to work subject to the Longshore and Harbor Workers' Compensation Act.

This coverage does not apply to work subject to the Defense Base Act, the Outer Continental Shelf Lands Act, or the Nonappropriated Fund Instrumentalities Act.

SECTION III

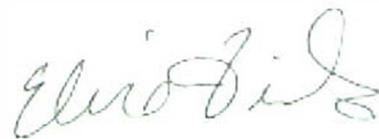
1. SCHEDULE OF COVERED STATES

A. This endorsement only applies in the states listed in this Schedule of Covered States.

B. If a state, shown in Item 3.A. of the Information Page, approves this endorsement after the effective date of this policy, this endorsement will apply to this policy. The coverage will apply in the new state on the effective date of the state approval

C. Schedule of Covered States:

CA



Countersigned by _____ Authorized Representative

RESOLUTION NO. 22560 (N.C.S.)

A RESOLUTION APPROVING MASTER SERVICE AGREEMENTS BETWEEN THE CITY OF SALINAS AND WALD, RUHNKE & DORST ARCHITECTS, AETYPIC, BUREAU VERITAS, TEF DESIGN, AND LDA PARTNERS FOR ON-CALL ARCHITECTURAL SERVICES

WHEREAS, the Public Works Department has identified the need to utilize on-call consultants to provide architectural services to assist the department with any building projects, and other services related to design and construction of various public works projects; and

WHEREAS, on September 16, 2022, the City of Salinas engaged in a Request for Qualifications (RFQ) process to identify firms with the requisite qualifications to provide architectural services; and

WHEREAS, on October 14, 2022, Public Works staff received nine (9) statements of qualifications (SOQ) from consultants; and

WHEREAS, an evaluation committee consisting of Public Works staff reviewed each SOQ and selected the top five (5) based on the criteria set forth in the Request for Qualifications; and

WHEREAS, the award of projects to the selected architectural firms will be based on an additional qualifications-based selection process.

NOW, THEREFORE, BE IT RESOLVED that the Salinas City Council approves the Master Service Agreements between the City of Salinas and Wald, Ruhnke & Dorst Architects, Aetypic, Bureau Veritas, TEF Design and LDA Partners to provide architectural services for various public works projects; and

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed, for and on behalf of the City of Salinas, and as its act and deed, to execute the attached Master Service Agreements; and

BE IT FURTHER RESOLVED, that the City Manager is authorized to execute extensions and/or modifications to the Agreements and to take whatever additional action may be necessary to effectuate the intent of this resolution; and

BE IT FURTHER RESOLVED, that the City Engineer or his/her designee is hereby authorized to approve the Consultant's on-going performance of services without the need for subsequent Professional Service Agreements provided the Consultant is, at all times throughout the term thereof, in compliance with the terms and conditions of the Master Service Agreement approved through this Resolution.

PASSED AND APPROVED this 10th day of January 2023, by the following vote:

AYES: Councilmembers: Barrera, Gonzalez, McShane, ●sornio, Rocha, Sandoval and Mayor Craig

NOES: None

ABSENT: None

ABSTAIN: None

APPROVED:

DocuSigned by:



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Kimbley Craig, Mayor

ATTEST:

DocuSigned by:



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Patricia M. Barajas, City Clerk

**AGREEMENT — AMENDMENT NO. [4] TO
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
TEF ARCHITECTURE AND INTERIOR DESIGN, INC. AND CITY OF SALINAS**

This Amendment No. [4] to the Professional Services Agreement (the “Amendment”) is entered into this 3rd day of February 2026, by and between the City of Salinas (the “City”) and TEF Architecture and Interior Design, Inc., (the “Consultant”). 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 Professional Services Agreement effective July 1, 2024, pursuant to which Contractor agreed to act as and provide certain services to the City for compensation (the “Agreement”); and

WHEREAS, on November 19, 2024, the Council approved Amendment No. 1 to the TEF Architecture and Interior Design, Inc. agreement to refine the design concepts further and select a preferred concept for 34-38 Soledad Street, to include additional design and pre-development work for the City-owned property at 45 Soledad Street, extend the term of the contract to December 31, 2025, and increase the not to exceed amount to \$252,290.00; and

WHEREAS, On July 1, 2025, the Council approved Amendment No. 2 to develop the design concepts for 34-38 37-39, and 45 Soledad Street into schematic designs for entitlement prior to the preparation of a Request for Proposals for development of the sites, extend the term of the contract to December 31, 2026, and increase the not to exceed amount to \$736,560.00; and

WHEREAS, On October 28, 2025, the Council approved Amendment No. 3 to complete additional design, historic structure analysis, and structural engineering work for 34, 36, 38, and 40, 37 and 39, and 45 Soledad Street prior to the preparation of a Request for Proposals for development of the site, and increase the not to exceed compensation amount to \$840,889; and

WHEREAS, the City and Contractor desire to further amend the Agreement to reflect the additional scope provided by consultant and reflect the revised compensation to be paid to consultant; and

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

TERMS

1. Section 1 of the Agreement is further amended to add the additional services outlined Consultant proposal attached hereto as Exhibit A to the Consultant’s scope of services.
2. Section 3 of the Agreement is amended to increase the total compensation amount by \$473,640, for a maximum compensation amount not to exceed amount to \$1,314,499.00.
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 Amendment as of the date first written above.

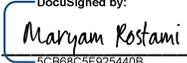
CITY OF SALINAS

René Mendez, City Manager

APPROVED AS TO FORM:

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

TEF ARCHITECTURE AND INTERIOR DESIGN, INC.

DocuSigned by:

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Printed name: Maryam Rostami
Title: Principal